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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. International Travelers 2021 VISA Vue Report

      Documents:

      2021 JOPLIN VISA DESTINATIONS.PDF

   2. Solid Waste Master Plan Update

      Documents:

      JOPLIN-CITYCOUNCIL-9-6-22-V2-COMPRESSED (002).PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Brian Evans Requested To Speak Regarding What Is The Difference In The Financial Audit We Have Been Utilizing And A State Or Forensic Audit? Also, The Importance Of Regular Government Audits And Additionally Rotating Audit Firms In Regards To Fiscal Responsibility And Transparency.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2022-276
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-276SUMMARY.PDF
CB2022-276.PDF
CB2022-276REPORT.PDF
CB2022-276APPMATERIALS.PDF
CB2022-276MINUTES.PDF
CB2022-276MAP.PDF

3. COUNCIL BILL NO. 2022-278
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-278SUMMARY.PDF
CB2022-278.PDF
CB2022-278REPORT.PDF
CB2022-278APPMATERIALS.PDF
CB2022-278MINUTES.PDF
CB2022-278MAP.PDF

4. COUNCIL BILL NO. 2022-279
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-279SUMMARY.PDF
CB2022-279.PDF
CB2022-279REPORT.PDF
CB2022-279APPMATERIALS.PDF
CB2022-279MINUTES.PDF
CB2022-279MAP.PDF

8. Consent Agenda

1. Minutes Of The August 15, 2022 City Council Meeting

Documents:

AUG 15, 2022 MINUTES.PDF

2. Minutes Of The August 22, 2022 Special City Council Meeting

   Documents:

   SPECIAL MEETING AUG 22, 2022.PDF

3. COUNCIL BILL NO. 2022-006
   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:

   CB2022-006.PDF

4. COUNCIL BILL NO. 2022-144
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-144.PDF

9. Resolutions

1. RESOLUTION NO. 2022-013
   A RESOLUTION declaring support for the construction of "Delaware Commons," a Senior Citizen Residential Community in Joplin, Missouri.

   Documents:

   COJ RESOLUTION 2022-013.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-008
   AN ORDINANCE approving the Revised 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; authorizing the City Manager to execute the same by and on behalf of the City; and containing an emergency clause.

   Documents:

   SUMMARY_CB2022-008 LABOR AGREEMENT COJ-FOPOLICE LODGE NO. 27.PDF
   CB2022-008_ AGREEMENT - COLLECTIVE BARGAINING-POLICE (002).PDF

EXHIBIT A FOP LABOR AGREEMENT FINAL.PDF
EXHIBIT 1 FOP PAY PLAN.PDF
EXHIBIT 2 FOP CONTRACT.PDF

2. COUNCIL BILL NO. 2022-531
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2021-2022; and, containing an emergency clause.

Documents:

CB 2022-531 SUMMARY SALARY ADMINISTRATION PLAN EFFECTIVE SEPT 10 2022.PDF
CB 2022-531 ORDINANCE ADOPTING SALARY ADMINISTRATION PLAN EFFECTIVE SEPTEMBER 10 2022.PDF
CB 2022-531 EXHIBIT A SALARY ADMINISTRATION PLAN EFFECTIVE SEPT 10 2022.PDF

3. COUNCIL BILL NO. 2022-609
AN ORDINANCE approving the applications of Active Lifestyle Events Inc for Joplin Memorial Run; Rufus Racing, LLC for Summer Roundup Triathlon; Ozark Christian College for a marketing campaigns for their 2023 conference series; Midwestern Built CrossFit for Monster Games; Joplin Disc Golf Club for the 18th Annual Four States Open; 4 State Trucks for Guilty by Association; Keg Media for Mother Road Mayhem; East Town Dreams District for Joplin Juneteenth Regional Black Expo; Neosho Arts Council for ArtCon 2023; Historic Murphysburg Preservation, Inc for Murphysburg Heritage Tourism marketing; JOMO Pride, Inc. for JOMO PrideFest 2023; Emancipation Celebration Committee for Emancipation "Park Days" Celebration; Freedom of Flight Museum for a museum marketing campaign; Joplin Trails Coalition for marketing the Jasper Vintage and Maple Leaf tours; North Heights Neighborhood for North Heights Porchfest; and the Celebrations Commission for a sesquicentennial community concert, for utilization of FY2023 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

Documents:

CB2022-609 SUMMARY.PDF
CB2022-609 ORDINANCE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-007
AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees.

Documents:

COJ CB 2022-007 RE CATASTROPHIC INJURY AND DEATH BENEFITS FOR PUBLIC SAFETY EMPLOYEES - HEALTH DENTAL VISION INSURANCE - SUMMARY SHEET FINAL.PDF
COJ CB 2022-007 RE CATASTROPHIC INJURY AND DEATH BENEFITS FOR PUBLIC SAFETY EMPLOYEES - HEALTH DENTAL VISION INSURANCE FINAL.PDF

2. COUNCIL BILL NO. 2022-148
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-148 SUMMARY SHEET_GOLF LINKS LS IMPROVEMENTS.PDF
CB2022-148 ORDINANCE_GOLF LINKS LS IMPROVEMENTS.PDF
CB2022-148 WORKAUTHORIZATION AMA-OC22-017 GOLF LINKS LS IMPROVEMENTS.PDF
CB2022-148 EXHIBITMAP_GOLF LINKS LS IMPROVEMENTS.PDF

3. COUNCIL BILL NO. 2022-280
AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri.

Documents:

CB2022-280SUMMARY.PDF
CB2022-280.PDF
CB2022-280REPORT.PDF
CB2022-280APPMATERIALS.PDF
CB2022-280MINUTES.PDF
CB2022-280MAP.PDF
PLAT.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2022-608
AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

CB2022-608.PDF

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 10, 2022

   Documents:

   AUCTION SURPLUS LIST 9-6-22.PDF

2. 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) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 1st day of September 2022 (RSMo 610.020)

Summary of International Travelers to Joplin in 2021

VISA Destination Insights

List is in order of Estimated Numbers of Travelers

Rank	Originating Country	Estimated # of Visitors	Estimated Spending
1	Canada	16,706	$1,686,602
2	Mexico	2,438	$841,565
3	Guatemala	197	$442,678
4	United Kingdom	164	$147,364
5	Japan	146	$30,981
6	China Mainland	113	$13,068
7	Germany	93	$110,159
8	Guam	89	$55,190
9	Honduras	86	$19,336
10	Costa Rica	72	$15,868
11	France	70	$31,129
12	Spain	63	$157,624
13	El Salvador	55	$21,983
14	British Virgin Islands	46	$110,390
15	Bahamas	43	$39,287
16	Denmark	43	$16,762
17	India	42	$10,481
18	Peru	39	$42,978
19	Russian Federation	36	$5,312
20	Italy	36	$76,741
21	Australia	35	$15,617
22	South Korea	35	$37,361
23	Norway	34	$5,857
24	Saudi Arabia	33	$21,062
25	New Zealand	33	$22,584
26	Finland	31	$12,295
27	Republica Dominicana	31	$4,888
28	Ecuador	29	$17,888
29	Yemen Arab Republic	29	$11,172
30	Philippines	26	$3,918
31	Brazil	25	$8,087
32	Nicaragua	24	$15,662
33	Panama	22	$13,874
34	Romania	22	$12,688

35	Vietnam	22	$3,719
36	Poland	19	$1,506
37	Republic Of Ireland	19	$17,477
38	Malawi	17	$7,913
39	United Arab Emirates	17	$5,064
40	Thailand	16	$1,357
41	Colombia	16	$4,409
42	Switzerland	16	$5,049
43	Netherlands	16	$11,045
44	Macau, China	14	$2,527
45	Singapore	14	$6,644
46	Chile	14	$2,948
47	Croatia	14	$5,238
48	Bolivia	13	$25,575
49	Kuwait	13	$9,606
50	Argentina	13	$938
51	Czech Republic	13	$6,545
52	U.S. Virgin Islands	12	$1,271
53	Belgium	12	$16,657
54	Hungary	11	$2,262
55	Ukraine	10	$2,295
56	Cote D'Ivoire	10	$3,904
57	Kenya	10	$1,773
58	Guyana	9	$2,267
59	Greece	8	$770
60	Kazakhstan	7	$2,712
61	Paraguay	7	$2,117
62	Taiwan	7	$1,265
63	Sweden	7	$2,430
64	Austria	6	$4,028
65	Antigua & Barbuda	6	$575
66	Israel	5	$3,676
67	Portugal	5	$1,002
68	Uruguay	5	$312
69	Belarus	4	$851
70	Bermuda	3	$360
71	Cyprus	3	$865
72	Qatar	3	$420
73	Malaysia	2	$1,399
74	South Africa	2	$899
75	Egypt	2	$194
76	Indonesia	2	$165
77	Lithuania	2	$202
78	Jamaica	2	$187
79	Turks & Caicos Islands	2	$217
80	Turkey	1	$1,136

81	Armenia	1	$4
82	Azerbaijan	1	$21
83	Bahrain	1	$113
84	Bangladesh	1	$77
85	Barbados	1	$59
86	Bulgaria	1	$20
87	Curacao	1	$108
88	Georgia	1	$32
89	Ghana	1	$101
90	Iceland	1	$26
91	Latvia	1	$120
92	Luxembourg	1	$15
93	Macedonia	1	$29
94	Myanmar	1	$25
95	Oman	1	$60
96	Pakistan	1	$148
97	Republic Of Serbia	1	$214
98	Slovakia	1	$13
99	Tanzania, United Rep. Of	1	$4
100	Togo	1	$23
101	Trinidad And Tobago	1	$269
102	Turkmenistan	1	$15
103	Zambia	1	$11
	TOTAL	**21,440**	**$4,253,727**

Source: Estimates based upon aggregate Visa card data from Visa Destination Insights plus information from the US Dept.of Commerce and Tourism Economics.

lc-6/24/22

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List is in order of Estimated Spending

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Rank	Originating Country	Estimated # of Visitors	Estimated Spending
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26	Australia	35	$15,617
27	Panama	22	$13,874
28	China Mainland	113	$13,068
29	Romania	22	$12,688
30	Finland	31	$12,295
31	Yemen Arab Republic	29	$11,172
32	Netherlands	16	$11,045
33	India	42	$10,481
34	Kuwait	13	$9,606

35	Brazil	25	$8,087
36	Malawi	17	$7,913
37	Singapore	14	$6,644
38	Czech Republic	13	$6,545
39	Norway	34	$5,857
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41	Croatia	14	$5,238
42	United Arab Emirates	17	$5,064
43	Switzerland	16	$5,049
44	Republica Dominicana	31	$4,888
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46	Austria	6	$4,028
47	Philippines	26	$3,918
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49	Vietnam	22	$3,719
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51	Chile	14	$2,948
52	Kazakhstan	7	$2,712
53	Macau, China	14	$2,527
54	Sweden	7	$2,430
55	Ukraine	10	$2,295
56	Guyana	9	$2,267
57	Hungary	11	$2,262
58	Paraguay	7	$2,117
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68	South Africa	2	$899
69	Cyprus	3	$865
70	Belarus	4	$851
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73	Qatar	3	$420
74	Bermuda	3	$360
75	Uruguay	5	$312
76	Trinidad And Tobago	1	$269
77	Turks & Caicos Islands	2	$217
78	Republic Of Serbia	1	$214
79	Lithuania	2	$202
80	Egypt	2	$194

81	Jamaica	2	$187
82	Indonesia	2	$165
83	Pakistan	1	$148
84	Latvia	1	$120
85	Bahrain	1	$113
86	Curacao	1	$108
87	Ghana	1	$101
88	Bangladesh	1	$77
89	Oman	1	$60
90	Barbados	1	$59
91	Georgia	1	$32
92	Macedonia	1	$29
93	Iceland	1	$26
94	Myanmar	1	$25
95	Togo	1	$23
96	Azerbaijan	1	$21
97	Bulgaria	1	$20
98	Turkmenistan	1	$15
99	Luxembourg	1	$15
100	Slovakia	1	$13
101	Zambia	1	$11
102	Armenia	1	$4
103	Tanzania, United Rep. Of	1	$4
	TOTAL	**21,440**	**$4,253,727**

Source: Estimates based upon aggregate Visa card data from Visa Destination Insights plus information from the US Dept.of Commerce and Tourism

lc-6/24/22

MISSOURI
enjoy the show

Missouri Statewide Summary of International Travelers to Missouri in 2021

List is in order of Estimated Numbers of Travelers

VISA Destination Insights

Rank	Originating Country	2021 Estimated # of Visitors	2021 Estimated Spending
1	Canada	97,213	$27,935,410
2	Mexico	44,988	$23,128,184
3	United Kingdom	8,394	$8,935,782
4	China Mainland	6,513	$23,541,749
5	Japan	3,461	$5,447,477
6	India	3,395	$6,719,344
7	Germany	2,823	$4,281,178
8	France	2,666	$2,463,744
9	Spain	2,248	$2,289,626
10	Guatemala	2,006	$2,875,632
11	Peru	1,887	$2,715,989
12	Honduras	1,672	$2,297,067
13	South Korea	1,633	$2,484,717
14	Colombia	1,576	$1,552,775
15	Panama	1,401	$2,487,857
16	Costa Rica	1,204	$1,361,689
17	Australia	1,137	$1,761,632
18	Italy	1,129	$2,164,536
19	Brazil	1,122	$1,364,856
20	Saudi Arabia	1,097	$2,110,425
21	Ecuador	998	$807,947
22	Republic Of Ireland	996	$1,190,195
23	Israel	989	$1,192,829
24	Republica Dominicana	924	$820,896
25	El Salvador	879	$924,574
26	Argentina	871	$511,710
27	United Arab Emirates	823	$1,114,493
28	Russian Federation	780	$692,073
29	Switzerland	736	$957,716
30	Chile	725	$1,395,930
31	Netherlands	600	$687,390
32	Thailand	593	$757,256
33	Denmark	572	$476,163
34	Bahamas	548	$828,859
35	Austria	493	$631,717
36	Norway	488	$392,456
37	Poland	470	$599,804

38	Guam	433	$488,390
39	Taiwan	429	$648,450
40	South Africa	425	$709,521
41	Kuwait	423	$567,982
42	Bolivia	393	$1,151,777
43	Singapore	391	$217,616
44	Turkey	376	$461,968
45	New Zealand	370	$557,497
46	Iceland	367	$140,116
47	Belgium	357	$534,253
48	Ukraine	319	$289,427
49	Kenya	318	$662,315
50	Qatar	310	$556,941
51	Vietnam	303	$556,742
52	Czech Republic	302	$518,669
53	Jamaica	280	$332,986
54	Philippines	277	$518,371
55	Sweden	268	$285,466
56	Trinidad And Tobago	267	$266,345
57	Indonesia	261	$219,677
58	Paraguay	253	$174,143
59	Uruguay	252	$625,587
60	Portugal	230	$177,032
61	Egypt	227	$212,511
62	Hong Kong, China	214	$921,957
63	Romania	212	$454,823
64	Finland	210	$132,106
65	Curacao	189	$121,945
66	Jordan	176	$752,018
67	Nigeria	176	$253,765
68	Nicaragua	172	$299,539
69	Aruba	170	$102,134
70	Kazakhstan	147	$322,581
71	Pakistan	142	$196,196
72	Slovakia	140	$79,133
73	Croatia	136	$129,865
74	Malaysia	122	$248,975
75	Bermuda	120	$169,428
76	Greece	118	$130,547
77	Lithuania	115	$138,830
78	Haiti	115	$57,784
79	Republic Of Serbia	114	$118,938
80	Bangladesh	111	$194,952
81	Ghana	105	$174,525
82	Georgia	100	$45,413
83	Belarus	98	$82,432
84	Luxembourg	95	$151,726
85	Mongolia	92	$194,247
86	Barbados	85	$48,769
87	Bulgaria	84	$220,818
88	Cayman Islands	84	$183,279
89	Sint Maarten	83	$27,190

90	Kyrgyzstan	82	$105,199
91	Turks & Caicos Islands	80	$145,264
92	Occupied Palestinian Terr	78	$164,793
93	Oman	77	$142,306
94	Sri Lanka	75	$42,674
95	Belize	70	$58,490
96	Latvia	70	$47,820
97	Hungary	67	$103,493
98	Slovenia	64	$52,725
99	Gabon	54	$127,436
100	Cambodia	51	$58,195
	All Others	1,553	$2,936,913
	Total	**213,927**	**$162,714,684**

Source: Estimates based upon aggregate Visa card data from Visa Destination Insights plus information from the US Dept.of Commerce and Tourism Economics.

lc-6/24/22

COMPARISON: JOPLIN vs MISSOURI-TOP 15				
2021 Estimates of International Visitors				
	Missouri (Statewide)		Joplin	
Rank	Originating Country	Estimated # of Visitors	Originating Country	Estimated # of Visitors
1	Canada	97,213	Canada	16,706
2	Mexico	44,988	Mexico	2,438
3	United Kingdom	8,394	Guatemala	197
4	China Mainland	6,513	United Kingdom	164
5	Japan	3,461	Japan	146
6	India	3,395	China Mainland	113
7	Germany	2,823	Germany	93
8	France	2,666	Guam	89
9	Spain	2,248	Honduras	86
10	Guatemala	2,006	Costa Rica	72
11	Peru	1,887	France	70
12	Honduras	1,672	Spain	63
13	South Korea	1,633	El Salvador	55
14	Colombia	1,576	British Virgin Islands	46
15	Panama	1,401	Bahamas	43

Source: Estimates based upon aggregate Visa card data from Visa Destination Insights plus information from the US Dept.of Commerce and Tourism Economics.

COMPARISON: JOPLIN vs MISSOURI-TOP 15				
2021 Estimates of International Expenditures				
	Missouri (Statewide)		Joplin	
Rank	Originating Country	Estimated Spending	Originating Country	Estimated Spending
1	Canada	$27,935,410	Canada	$1,686,602
2	China Mainland	$23,541,749	Mexico	$841,565
3	Mexico	$23,128,184	Guatemala	$442,678
4	United Kingdom	$8,935,782	Spain	$157,624
5	India	$6,719,344	United Kingdom	$147,364
6	Japan	$5,447,477	British Virgin Islands	$110,390
7	Germany	$4,281,178	Germany	$110,159
8	Guatemala	$2,875,632	Italy	$76,741
9	Peru	$2,715,989	Guam	$55,190
10	Panama	$2,487,857	Peru	$42,978
11	South Korea	$2,484,717	Bahamas	$39,287
12	France	$2,463,744	South Korea	$37,361
13	Honduras	$2,297,067	France	$31,129
14	Spain	$2,289,626	Japan	$30,981
15	Italy	$2,164,536	Bolivia	$25,575

Source: Estimates based upon aggregate Visa card data from Visa Destination Insights plus information from the US Dept.of Commerce and Tourism Economics.



Solid Waste Master Plan

City of Joplin, MO

City Council

Sept 6, 2022

AGENDA



Introduction



Project Overview & Goals



Data Analysis, Current System Evaluation, & Trends



Public Engagement Results



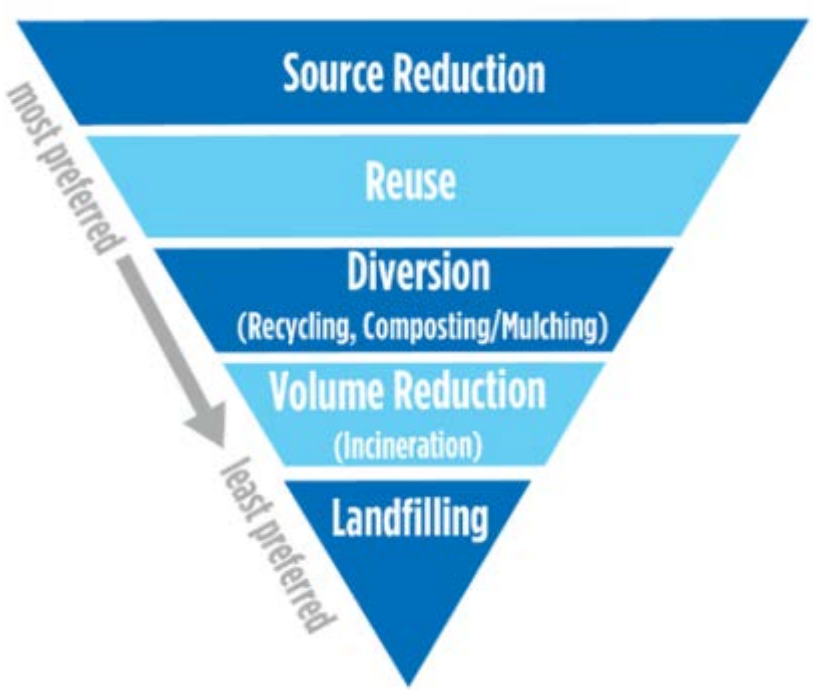
Recommendations & Next Steps

Project Goals

GOAL:

Develop affordable waste management methods consistent with the waste management hierarchy to achieve as much reduction, reuse and diversion from disposal as feasible

Waste Management Hierarchy



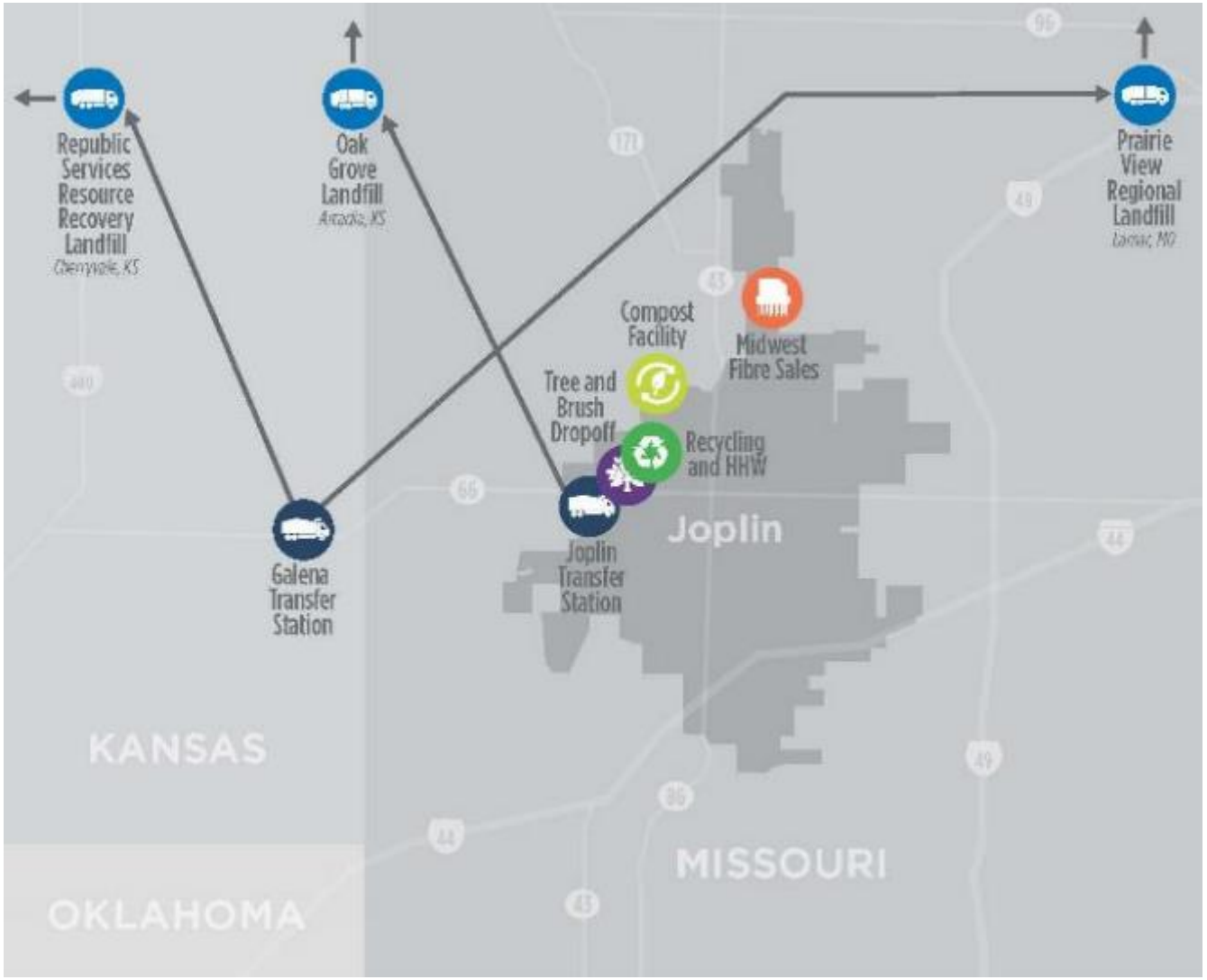
Project Overview & Status Update

- Kickoff in Dec 2021
- Review of Current System
- Evaluation of Options
- Stakeholder Engagement
  - Solid Waste Advisory Commission
  - Community Survey
  - Public Open House
  - 2nd Public Engagement Proposed – Sept. 15 “Third Thursday”
- Finalizing Solid Waste Master Plan & Implementation Plan

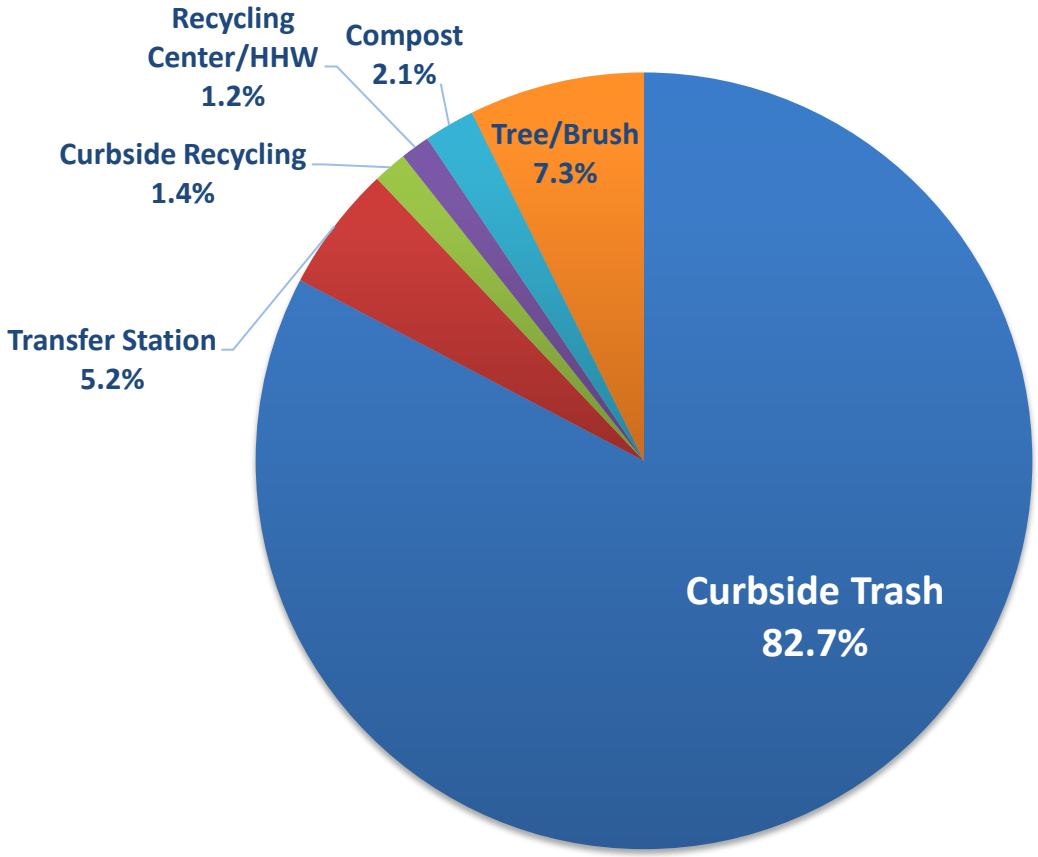


DATA ANALYSIS, SYSTEM EVALUATION, & TRENDS

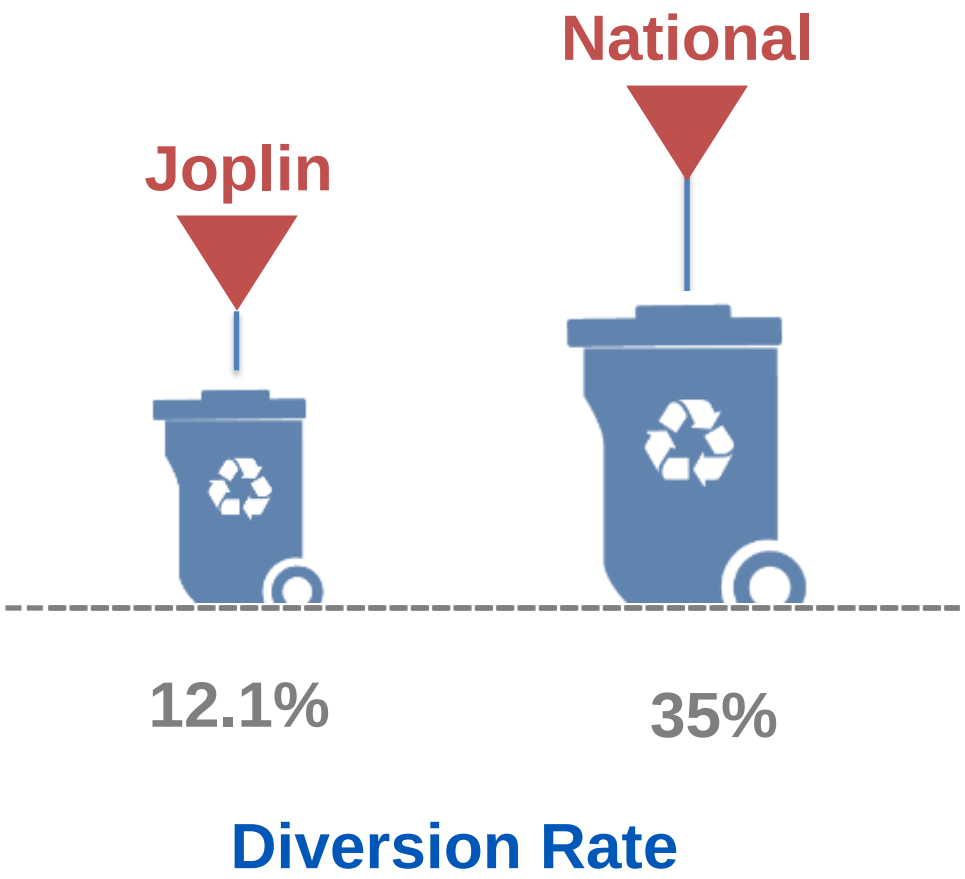
Solid Waste Facilities Utilized by Joplin



Joplin Residential MSW Generation and Diversion 2021



Diversion Rate Benchmarking & Opportunities



Opportunities

- Curbside recycling
- Yard waste composting
- Examine waste going to landfill to estimate potential for increased recycling

Current System and Municipal Trends

	Joplin Residential Collection Services	Municipal Trends
Trash	• Weekly collection, 96-gal automated cart, unlimited	• Weekly collection, automated carts, volume-based pricing
Recycling	• Bi-weekly collection, opt-in with 96-gal cart, not aligned with trash day	• Weekly collection, automated carts, included in base service with education
Yard Waste	• Collected weekly with refuse; seasonal city collection of leaves for composting	• Weekly yard waste collection for composting
Bulky Item	• Weekly unlimited collection, some limitations	• Separate programs with limits on collection frequency and quantities

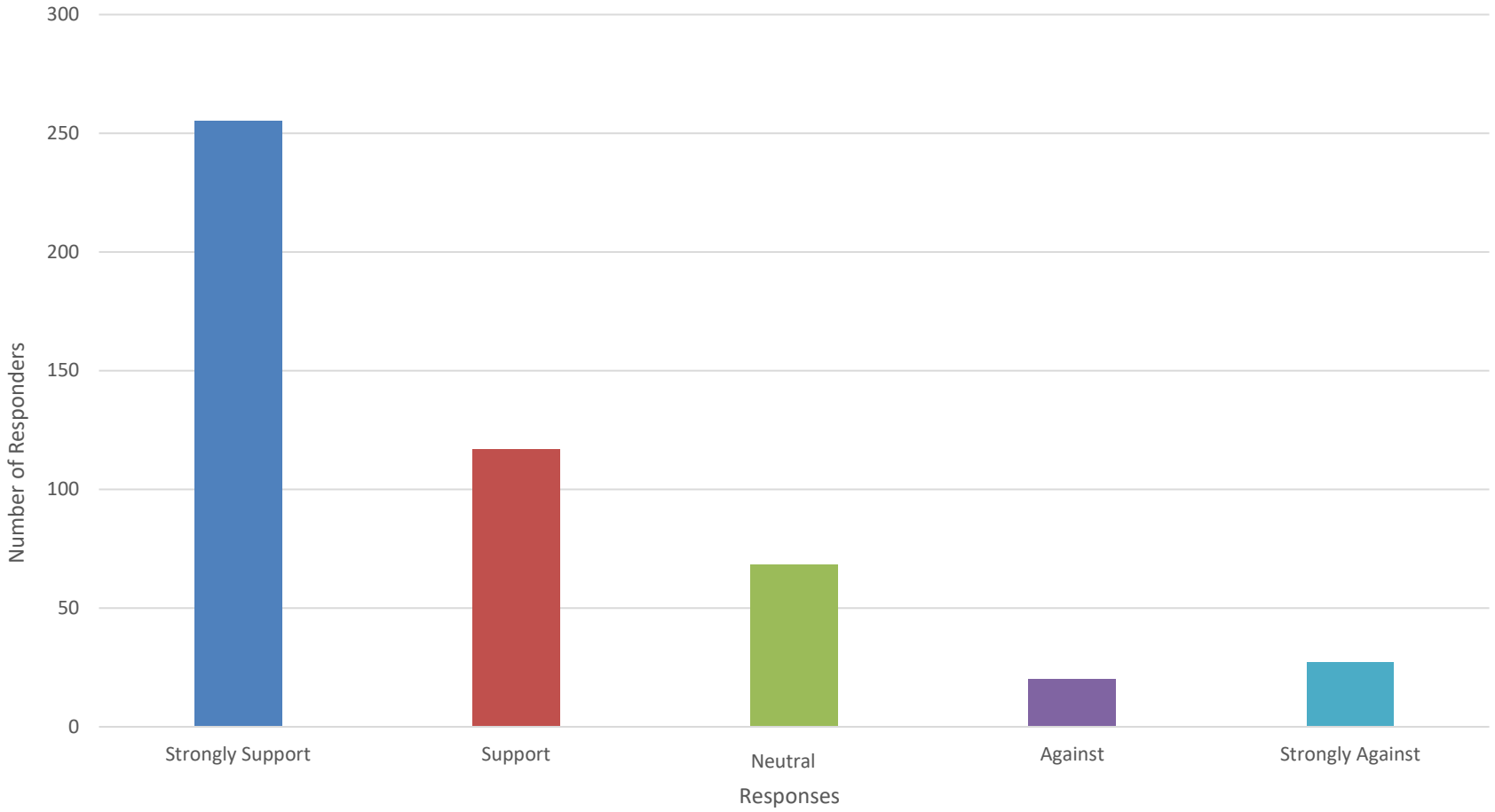
Joplin Residential Recycling Participation

RESIDENTIAL CUSTOMER COUNTS (Monthly Average)			
Year	**Refuse**	**Recycling**	**Recycling Participation Rate**
2017	16,679	1,341	8.0%
2018	16,671	1,471	8.8%
2019	16,744	1,593	9.5%
2020	16,871	1,628	9.7%
2021	17,304	1,713	9.9%

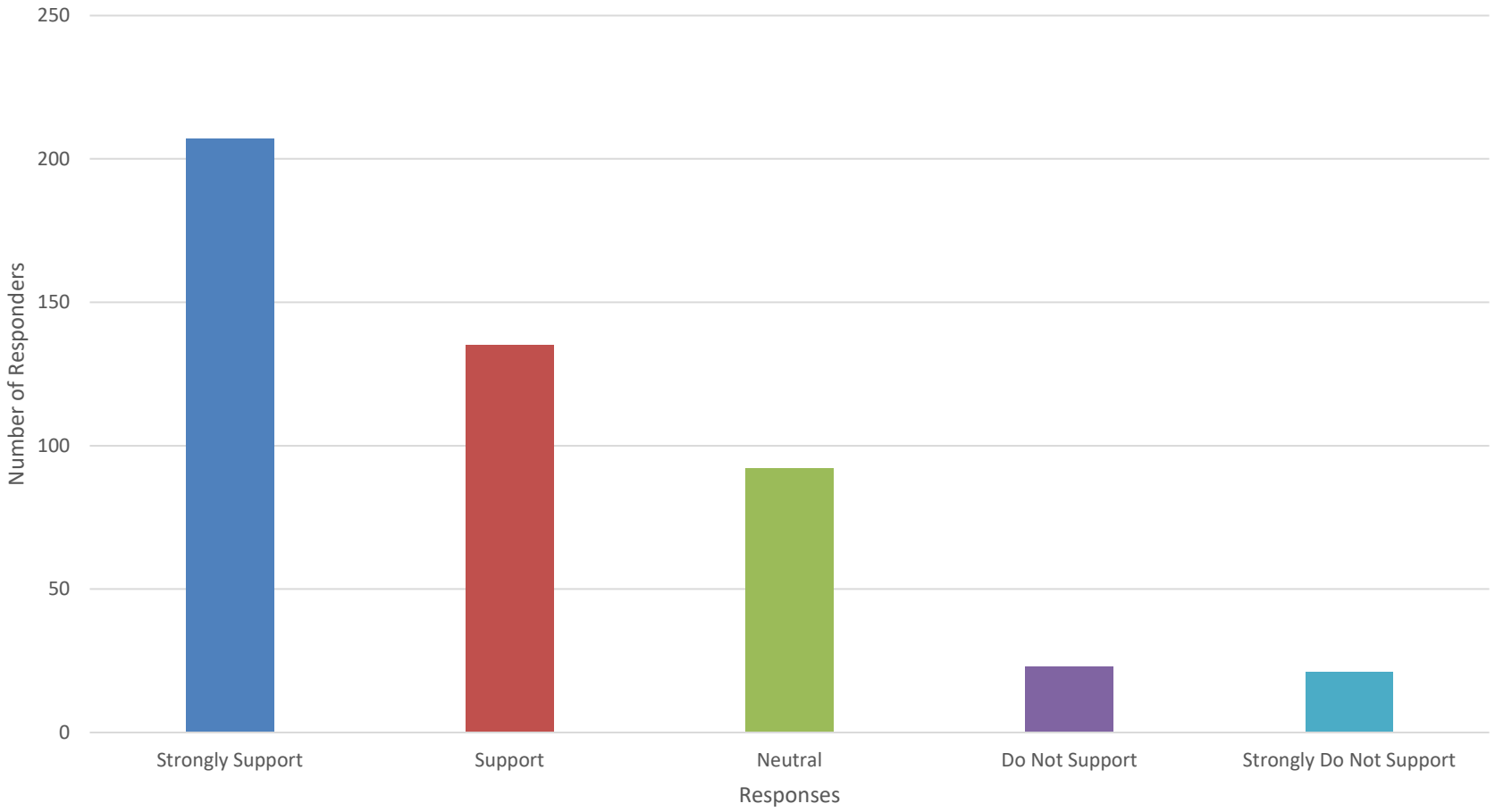
National average curbside participation rate in recycling of 72% with curbside service (source Recycling Partnership 2020)

SURVEY RESULTS

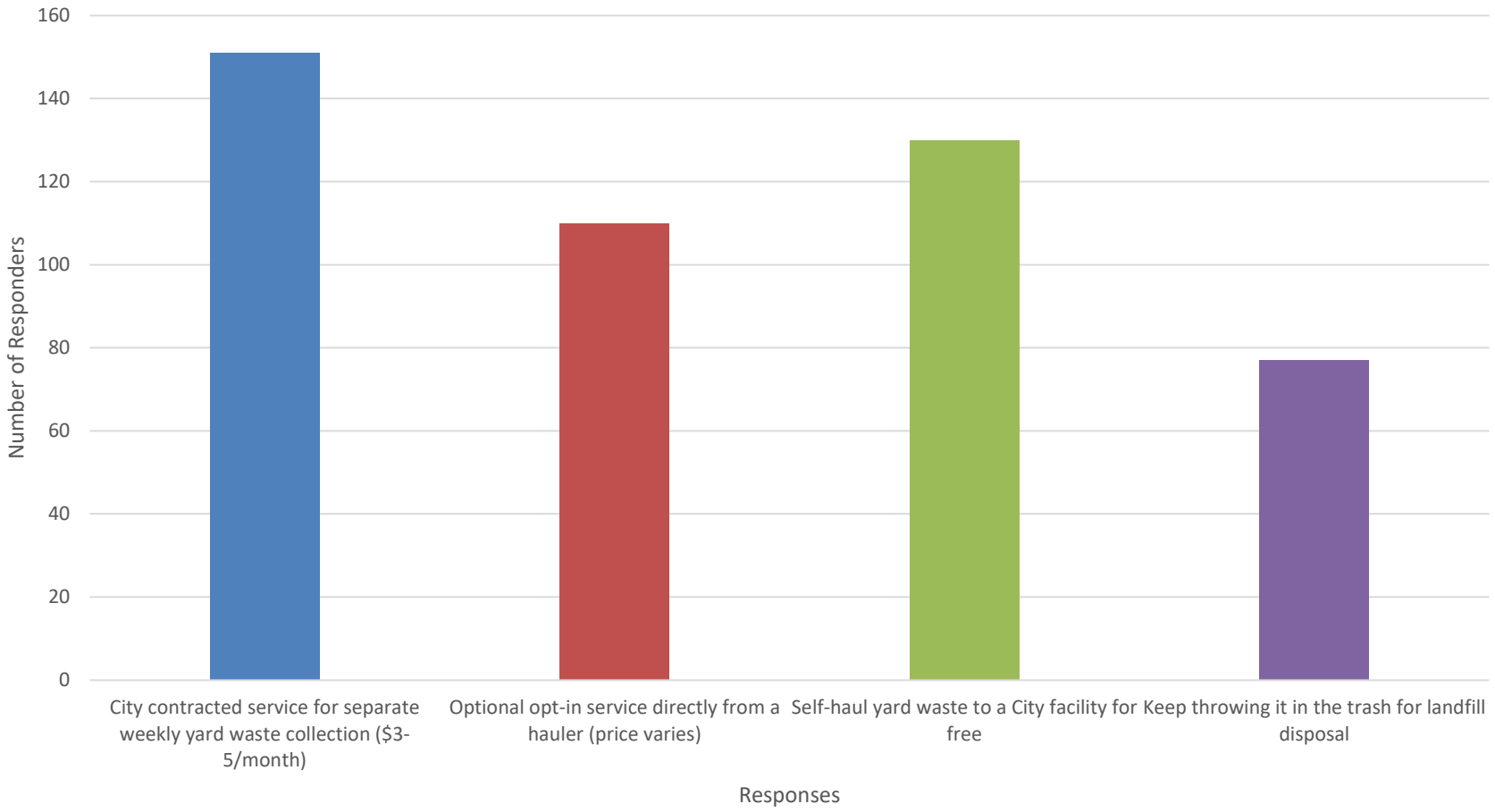
Level of Support for City-Wide Curbside Recycling



Level of Support for Separate Collection of Yard Trimmings

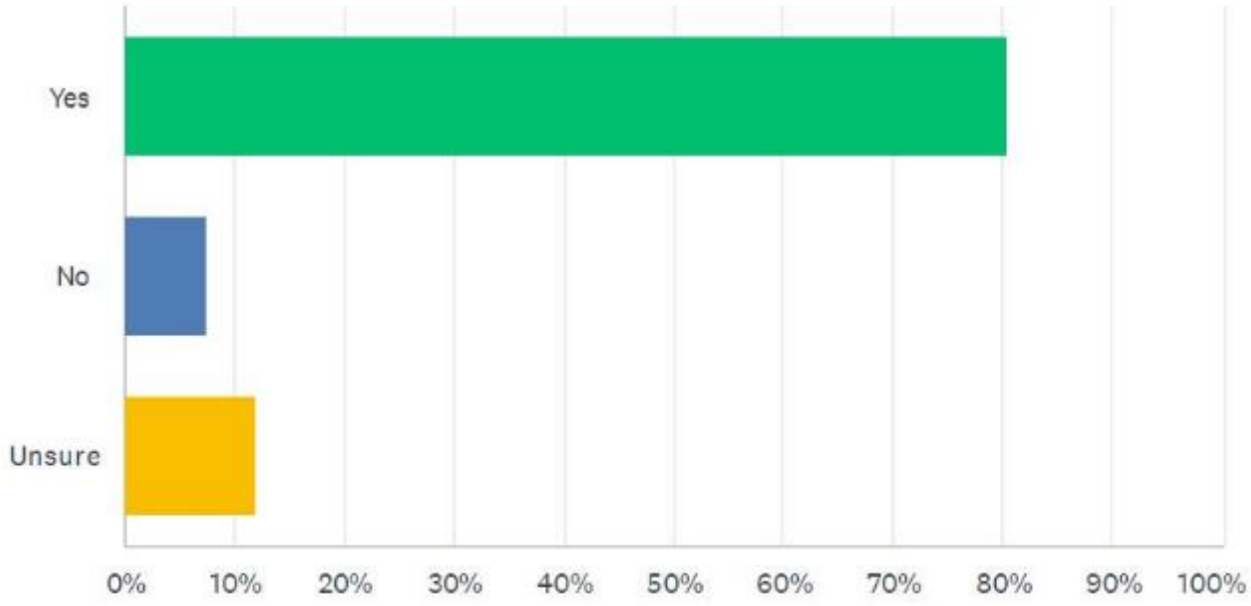


Preferred Management of Yard Trimmings



Q23 Do you support the City of Joplin setting goals to reduce waste, minimize consumption, conserve water use, and diversify renewable energy use?

Answered: 476 Skipped: 70



RECOMMENDATIONS & NEXT STEPS

Residential Curbside Services

- Include recycling in City contract for all
  - Weekly service, aligned with trash day
- Bulky item frequency reduced (monthly or quarterly) and limit quantities
- Modified PAYT: Charge for additional trash carts
- Require yard waste to be bagged in paper/Kraft bags
- Restrict yard waste from trash disposal
  - Provide subscription yard waste service option





City Services

- Improve education and outreach about City services
- Continue to offer the discounted/subsidized drop off through a transfer station
- Co-locate all three services to one site (Lone Elm)
  - City owned property and existing infrastructure
  - Customer convenience of dropping off multiple materials in one location
  - Increased accessibility and hours of operation (Tree Limb Drop Off)
  - Opportunity to expand services
  - Opportunity to improve facilities
  - Potential revenue for City (i.e. baling recyclables, charging for commercial organics, sale of compost)

Next Steps

- **Share Plan Recommendations with the Community**
  - "Third Thursday" – September 15
- **Finalize the Solid Waste Master Plan**
  - Draft anticipated for City review September 30
- **Financial Analysis of Co-locating City Services**
  - Capital and Operational Opinion of Costs
  - Draft anticipated for City review September/October
- **Energy Efficiency and Diversification Evaluation**
  - Draft anticipated for City review September/October
- **Presentation to City Council**
  - October TBD

QUESTIONS

JULIE DAVIS
JDAVIS3@BURNSMCD.COM
816-448-7363

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-276 – Zoning District Change

MEETING DATE:
September 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 047-22: Rezoning - Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development – Kamran Zafar

BACKGROUND:
This request to rezone to C-O is along the N. Florida Ave. corridor. This rezoning does meet the infill goals of the Comprehensive Plan.

Given the relatively high traffic volume, as well as the collector classification of Florida Ave., this property would be appropriate for low intensity commercial uses or moderate to high intensity residential uses. Additionally, C-O zoning is appropriate as a low-intensity commercial buffer along the corridor between the heavy industrial uses and zoning to the East and the residential zoning and uses to the West.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Hamza Kamran, 2825 N. Highland Ave, Joplin, Missouri spoke as a representative of Kamran Zafar on the rezoning. He stated they have requested to move from C-1 to C-O simply because that zone requires a larger residential property. He stated that given the square footage of that area, it is approximately 24,000 square feet. They cannot put units and enough parking spaces in that lot. So, given some minimum requirements by our architect a simple 24x36 foot unit in a duplex would result in an 864 square foot unit with two parking spaces and following ADA compliance that is another 162 square feet. So, a single unit and two lots will result in 1,188-square foot space. So, given one duplex, that is already approximately 4700 square feet, and we want to build two units there that fit within that space. Anything larger which is in C-O area will not fit in that space.

PUBLIC COMMENT;

There were a number of comments provided by citizens during the public hearing portion of this case. These comments tended to regard flooding issues and the exact location of the proposed development. These comments can be read in the minutes attached as part of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-276.
Planning & Zoning Commission recommends approval for Case 047-22 (6 in Favor, 0 Opposed, 1 Absent)

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

P & Z Case 047-22
Kamran Zafar
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-276 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri.

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

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

> Tract 2: All of Lots Numbered Seven Hundred Forty-Three (743), Seven Hundred Forty-four (744), Seven Hundred Forty-five (745), and Seven Hundred Forty-six (746) in Castle Rock Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the North one-half (N1/2) of vacated 19th Street lying south of and adjoining said lots. Subject to easements, restrictions, reservations, and covenants of record, if any

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 047-22 A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future residential development

LOCATION Approx. 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.

APPLICANT Kamran Zafar

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	0.36

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1/R-1	M-2	M-2	C-3/R-1
Land Use	Vacant	Fuel Sales/Vacant	Truck Dock	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Florida Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is partially in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map does indicate future low-density residential; however, C-O does meet the intent of infill development goals of the Comprehensive Plan.

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

The current zoning of C-1 is suitable for the property. This portion of N. Florida Ave., particularly near the intersection with Newman Rd. is a relatively high trafficked area. Development pressures have pushed this area into a transitionary phase from residential with fringe industrial and commercial, to a more robust commercial intersection.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain an existing commercial use, and are zoned a more intense zoning district.

DISCUSSION

This request to rezone to C-O is along the N. Florida Ave. corridor. This rezoning does meet the infill goals of the Comprehensive Plan.

Given the relatively high traffic volume, as well as the collector classification of Florida Ave., this property would be appropriate for low intensity commercial uses or moderate to high intensity residential uses. Additionally, C-O zoning is appropriate as a low-intensity commercial buffer along the corridor between the heavy industrial uses and zoning to the East and the residential zoning and uses to the West.

Staff recommends approval of Case 047-22.

ENCLOSURES

- Map of property
- Application

Avg

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 47-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: KAMRAN ZAFAR PHONE: 417-669-4855
ADDRESS: 2825 N. HIGHLAND AVE EMAIL: K_Zafar@icloud.com

OWNER: SAME AS ABOVE PHONE:
ADDRESS: EMAIL:

LOCATION/ADDRESS OF PROPERTY:

Present Zoning C-1 Requested Zoning: C-0 Acreage: 0.75
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT	
South	GAS STATION	
East	VACANT	
West	FLORIDA AVE	

Character of the Neighborhood: Residential & Gen Commercial.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Lack of space for large dwelling specially parking requirements.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: [signature] DATE: 6/14/2022

TITLE: OWNER

I am applying to rezone the said property

Justification Statement for Rezoning
June 14, 2022

Request
I, Kamran Zafar (resident of Joplin, Missouri) am requesting to rezone the subject property from C1 (Multi-family property) to Duplex to allow the development of duplexes. The future land use of the property is residential and general commercial.

Justification of Request
While the property is zoned C1 (including but not limited to multi-family property), it is not a suitable zoning for the site as the area does not provide an adequate space; additionally, proximity to Florida Avenue is inadequate for a structure of such size and necessary parking.

However, the subject property is a tremendous in-fill location for this duplex project with convenient access to existing city services and utilities. Also, the property is located in a central location with excellent access to major roadways (Rangeline, Florida Avenue, Newman Road) and to several of the premier shopping areas such as the shopping district near Rangeline and 4th street.

Some of the existing infrastructure and city services the project will benefit from are as follows:

- Gas station available from a walking distance
- Fire Station available on the same block
- Easy access to Rangeline
- Close proximity of churches, elementary schools, and business amenities

Based upon the above and the attached information, the applicant respectfully requests approval of this rezoning.

Kamran Zafar
(417) 669-4855

Case 047-22: Rezoning

Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.-A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development.

Mr. Hamza Kamran, 2825 N. Highland Ave, Joplin, Missouri spoke as a representative of Kamran Zafar on the rezoning. He stated they have requested to move from C-1 to C-O simply because that zone requires a larger residential property. He stated that given the square footage of that area, it is approximately 24,000 square feet. They cannot put units and enough parking spaces in that lot. So, given some minimum requirements by our architect a simple 24x36 foot unit in a duplex would result in an 864 square foot unit with two parking spaces and following ADA compliance that is another 162 square feet. So, a single unit and two lots will result in 1,188-square foot space. So, given one duplex, that is already approximately 4700 square feet, and we want to build two units there that fit within that space. Anything larger which is in C-O area will not fit in that space.

Mr. Eastman asked if there were any questions from the board on Case 047-22.

There were none.

Mr. Eastman asked if anyone wanted to speak in favor of Case 047-22.
There were none.

Mr. Eastman asked if anyone wanted to speak in opposition of Case 047-22.

Larry Newton, 910 N. Florida, Joplin, Missouri. Mr. Newton stated he was not necessarily in opposition of this rezoning. Mr. Newton asked if this property was north of the convenience store and was it in the location of where Shamrock was going.

Mr. Eastman stated he did not know the answer and referred to Mr. Stanton.

Mr. Stanton stated he did not know the specifics of that development.

Mr. Newton asked if the location was on Florida.

Mr. Stanton replied, yes, north Florida.

Mr. Newton asked if it was in the flood plain.

Mr. Stanton stated there is a portion of that property in the flood plain but not the entirety of it. Most of the north and west side along the edge are within the flood plain but it still leaves a considerable buildable area outside of it.

Mr. Newton stated to go back to the original statement of the other lady. When all that development was done our car lot flooded when the City redirected the drainage. We have pictures after it was developed, and we had 3 feet of water in our car lot. So, they had to come out and redirect the water again. So, then they directed it and it went down to our house. So, again, Mr. Newton stated he was not opposed to it, but the drainage situation is something he hoped the City considered. Because it was a tremendous outcome from the last one. Then when they did the entry way into the car lot, they made them so steep to redirect the water so each car that entered the car lot bottomed out and ripped the bottom of the cars out. Those are some of my concerns.

Mr. Stanton stated just like the previous case any development that takes place the property will go through our review process with Public Works and Engineering. There are storm water requirements that must be followed for any building permit. They would not be exempt from that by any means.

Mr. Newton stated the city came out and redid it three times because of the issues and problems they were having. They could not get it corrected properly. That is just a concern.

Mr. Eastman asked if there was anyone who wished to speak in opposition of Case 047-22.

Carolyn Corle, 3815 Northview Dr. Joplin, Missouri stated she was not necessarily in opposition to the rezoning. But we own all the property around that where the Goodman building is located. We own that building and the "L" shape around it. We did sell that property to Shamrock. She stated she knew the City gave them so much trouble because of the flooding. She stated that the City may need to look back on that. They ended up having to sell it. It may be taken care of now but just heads up. That was a huge issue just a few years ago and I know nothing has changed. They use it to dump fill and it is right by Turkey Creek. That does need to be addressed.

Mr. Kimble asked Ms. Corle so he would have a better understanding of what she was talking about. He asked could she please tell him in relation to the lot where her property was previously or still is located.

Ms. Corle presented a map and approached the Board.

Ms. Corle stated that the first two, because they were in a flood plain, were sold to the City of Joplin for $1.00, love, and affection. The other lots were the ones sold to Shamrock. She stated Shamrock wanted to build there and literally could not because of all the stuff that went into that. She could not quote what all that was and suggested the City just look back and find it.

Mr. Kimble thanked Ms. Corle and asked Mr. Stanton a question. Mr. Kimble asked if there had been work done at the Turkey Creek site. Mr. Kimble felt like he had seen them reinforcing it with rock and cement. Filling in to help that flood plain situation. He asked if there was anything official on that.

Mr. Stanton replied that he is not up to date on all the Public Works projects going on. It is very likely that may be the case. We have routine maintenance on many of our flood ways and adjacent areas.

Holly Roy, 5082 Kolkmeyer, Joplin, Missouri stated that property is in her family trust the acreage that is "L" shape behind the fire station. She stated they sold to Shamrock probably back in 2000. She does not know what came from all of that. She stated that they sold some of the property close to Turkey Creek to the City so they would have access into Turkey Creek. Okay, that fill that you see in there was done illegally. My husband before he passed away put up a sign that said, do not dump because that started right after the tornado. Somehow, someone was dumping their concrete and other items in there. Of course, now it has grown up to where we really cannot do anything with it without hiring a dozer to come in there and doze that mess out. Her question was if this gentleman is wanting to put a duplex in there, is it on the east side or is it on the west side of Florida.

Mr. Stanton stated the east side of Florida.

Ms. Roy stated that is our side then. We owned those lots until we sold them to Shamrock. Some lots were sold to the City to give them access to work on the bridge. That was some time ago, but her question is how far from that will go back because there is not much space between Florida and where those people were dumping stuff on her property.

Mr. Stanton stated that our City code has certain set back requirements that any developer will have to meet. He did not recall the ones for C-O at this time but given the size of this property any building will roughly be in the middle of the property.

Ms. Roy stated okay is it going to take up most of that property that he is talking about.

Mr. Stanton stated that would depend on the design of the structure.

Ms. Roy asked what if the dump stuff has been partially dumped on his lot. That is what I am asking. That has been a horrible issue with our family. The dumping was never agreed. When we built the Southwest Machine building to the east of there, we did have lots of landfill brought in so we could get it up past the flood stage. I am thinking that might still be in the flood stage or flood plain.

Mr. Stanton stated there is a small portion of the property that is. Any grading work or dirt work will be the responsibility of the owner or developer at the time of construction. Of course, it does need to meet all City regulations. You are permitted to build in the 100-year flood plain with a certain elevation. Again, that will be up to whatever plans the developer chooses.

Ms. Roy reiterated her questions and concerns regarding the dump stuff. Is it set back far enough? Who will be responsible for that? Will he be responsible for that? She stated they have not had it surveyed so I do not know it could be part of what he is talking about, and it might not be, and it might be us.

Mr. Stanton stated yes, the developer would be responsible for anything within their property lines.

Ms. Roy asked we are talking duplex, right?

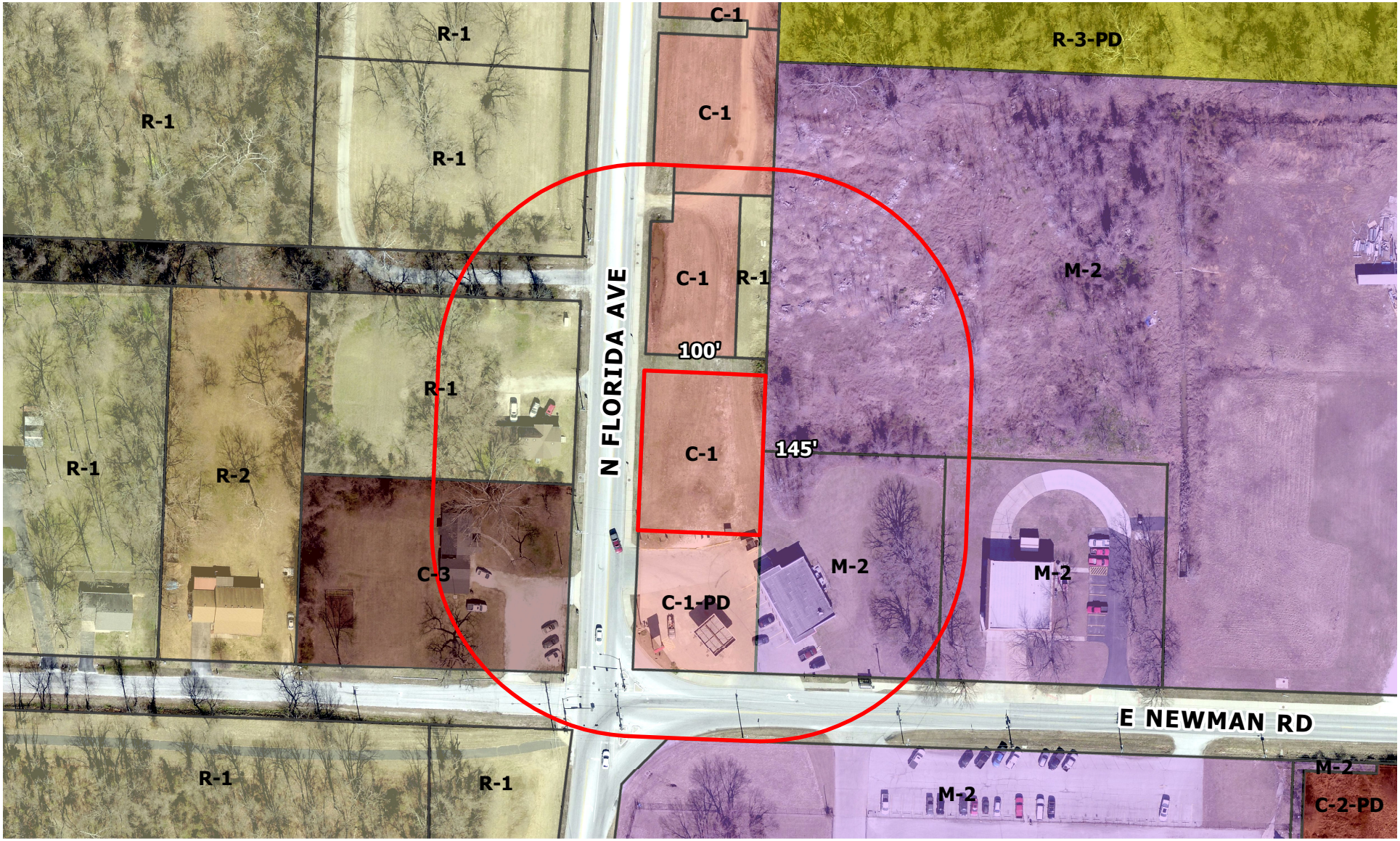
Mr. Stanton replied yes that is the proposed development.

Ms. Roy stated she has no opposition to that, and her only concern was that boundary of the trust property.

Mr. Eastman asked if there was anyone else who wished to speak in opposition to Case 047-22.

MR. KIMBLE MOVED THAT CASE 047-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 047-22: Rezoning
Approx. 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.



Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development – Kamran Zafar

N

0 50 100 200 300 400 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-278 – Zoning District Change

MEETING DATE:
September 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 048-22: Rezoning - 1911 and 2001 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Gil Stevens

BACKGROUND:
This request to rezone to C-3 is along the N. Range Line Rd. corridor. This rezoning does coincide with the Future Land Use Map's designation of future retail commercial.

The request is appropriate given the proximity to Range Line Rd., a major arterial corridor in the region. Nearby uses share similar zoning districts, and the residential uses to the East are buffered by a semi-wooded 100' wide railroad right-of-way.

PLANNING & ZONING COMMISSION TESTIMONY:
Gil Stevens, 23 Pheasant Run Dr. Joplin, Missouri stated he represented the owners of the property, Range Line Golf Center Inc. and Allen K. Schmidt who owns a single-family residence on the subject's property. The request is to zone to the C-3 so the owner who is proposing to sell the property and so the purchaser can open a restaurant and serve alcoholic beverages on the subject's property. That is the reason for the request.

Mr. Kimble asked if there were any questions from the Board on Case 048-22.

Mr. McCullough asked how patrons will gain access to the property.

Mr. Stevens stated the same way they have access now. They presently access the property from two entrances off Range Line. One entrance is from the south of the Parole office and there is another entrance to the north of the Parole office.

PUBLIC COMMENT;
There were a number of comments provided by citizens during the public hearing portion of this case. These comments tended to regard the extent of the rezoning toward the East near the residential neighborhood bordering the railroad tracks, as well as loss of trees and animal habitat.

RECOMMENDATIONS:
Staff recommends tabling for Council Bill 2022-276.
Planning & Zoning Commission recommends tabling for Case 048-22 (5 in Favor, 0 Opposed, 1 Absent, 1 Abstention)

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

P & Z Case 048-22
Gil Stevens
(P & Z Recommended Tabling)

COUNCIL BILL NO. 2022-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

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

Commencing at the West ¼ Corner of Section 31, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, thence North 89 degrees, 46 minutes, 36 seconds East along the South line of the Northwest 1/4 of said Section 413.40 feet, thence North 0 degrees, 53 minutes, 23 seconds East 645.66 feet, thence North 89 degrees, 46 minutes, 36 seconds East 500.0 feet. Thence North 0 degrees, 53 minutes, 23 seconds East 1048.17 feet. Thence North 89 Degrees, 41 minutes, 12 seconds East 964.70 feet more or less to the West right-of-way of the Missouri Pacific Railroad. Thence South 10 degrees, 21 minutes, 46 seconds West along said Right-of-way 1752.52 feet to the South line of the Northwest ¼ of said Section 32. Thence North 89 degrees, 45 minutes, 45 seconds West 147.20 feet. Thence South 89 degrees, 46 minutes 36 seconds West 1024.98 feet to the Point of Beginning. Being subject to all right-of-ways, easements, and reservations of record all except an approximate 1 acre tract with a house situated thereupon and a road easement from Madison Avenue in Webb City to said and which land is described as follows: commencing at the Southwest Corner of Section 7, Township 28, Range 32, Jasper County, Missouri. Thence North along the West line of said Section 1081.28 feet. Thence South 88degrees, 13 minutes, 57 seconds East 322.13 feet. Thence South 78 degrees, 11 minutes, 31 seconds East 521.17 feet to the Point of Beginning. Thence North 11 degrees, 46 minutes, 29 seconds East 1004.36 feet. Thence South 78 degrees, 11 minutes 31 seconds East 208.71 feet. Thence South 11 degrees, 48 minutes, 29 seconds West 208.71 feet. Thence North 78 degrees, 11 minutes, 31 seconds West 208.71 feet. Thence North 11 degrees, 48 minutes, 29 seconds East 104.35 feet the point of beginning containing 1 acre more or less. Being subject to all easements, right-of-ways, and reservations of record together with a 20 foot easement for ingress and egress being 10 feet on either side of the following described centerline: commencing at the Southwest Corner of said Section 7. Thence North along the West line of said Section 1081.28 feet to the

Point of Beginning. Thence South 88 degrees, 13 minutes, 57 seconds, East 322.13 feet. Thence South 78 degrees, 11 minutes, 31 seconds East 521.17 feet to the end of said centerline. Also, included all of Lots Numbered Seventeen (17) through Thirty-four (34), both inclusive, in OAKLAND PARK, a sub-division of a part of the North One-half of Lots 1 and 2 of the Northwest Fractional Quarter of Section 31, Township 28, Range 32, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. And Tract 1 All that part of Lot Numbered Two (2) of the Northwest fractional Quarter (NWFrt11/4) of Section 31, Township 28, Range 32 in the City of Joplin, Jasper County, Missouri, described as Commencing at the West Quarter corner of said Section 31 thence North 0°53'23" East along the West line of said Section 655.00 feet, thence North 89°46'36" East 608.32 feet to the point of beginning. Thence North 0°53'23" East 176.47 feet, thence North 89°46'36" East 246.84 feet, thence South 0°53'23" West 176.47 feet, thence South 89°46'36" West 246.84 feet to the point of beginning. Tract 2 Together with an easement for ingress and egress described as commencing at the West Quarter corner of Section 31, Township 28, Range 32, a part in the Village of Oakland Park and a part in the City of Joplin, Jasper County, Missouri, thence North 0°53'23" East along the West line of said Section 655.00 feet, thence North 89°46'36" East 85.00 feet to the point of beginning, thence North 89°46'36" East 523.32 feet, thence North 0°53'23" East 25 feet, thence North 89°46'36" West 293.32 feet, thence North 0°53'23" East 25 feet, thence South 89°46'36" West 230 feet, thence South 0°53'23" West 50 feet to the point of beginning. Subject to any Easements Restrictions and Reservations of Record, if any. And commencing at the West Quarter corner of Section 31, Township 28, Range 32, Jasper County, Missouri. Thence North 89°46'36" East 85.00 feet, thence North 0°53'23" East along the East Right-of-way line of Range Line Road 880.00 feet to the point of beginning, thence North 89°46'36" East 230.00 feet, thence South 0°53'23" West 200.00 feet, thence North 89°46'23" East 98.40 feet, thence South 0°53'23" West 34.34 feet, thence North 89°46'36" East 500 feet, thence North 0°53'36" East 1048.17 feet, thence South 89°41'12" West 579.34 feet, thence South 0°56'14" West 258.00 feet, thence South 89°41'12" West 273.88 feet, thence South 0°53'23" West 4.20 feet, thence East 25.00 feet, thence South 0°53'23" West 550.20 feet to the point of beginning, a portion of which is in the City of Joplin, and a portion which is in the Village of Oakland Park. Subject to Easements Restrictions and Reservations of Record, if any

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

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

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: August 8, 2022
City Council Meeting: September 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 048-22 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development

LOCATION 1911 & 2001 N. Range Line Rd.

APPLICANT Gil Stevens

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Golf Course	51.22

SITE CONTEXT

	North	East	South	West
Existing Zoning	Outside City Limits	R-1	C-3-PD	Outside City Limits/C-3
Land Use	Vacant	Single-family Residential	Office/Vacant	Commercial

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Range Line Rd.	Arterial	150'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is partially in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The Future Land Use Map indicates this property as future retail commercial. C-3 zoning permits uses that meet that description.

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

The current zoning of R-1 is somewhat suitable for the property. This property is setback far enough away from Range Line Rd., and is large enough itself that it could feasibly be redeveloped into a single-family neighborhood, although there seems to be limited access to be able to provide public streets from Range Line Rd. On the other hand, the development pressures for commercial uses along the Range Line corridor do extend beyond this property's setback from Range Line as evidenced by 3131 N. Range Line.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain existing commercial uses. Nearby residential uses are buffered by a 100' wide, semi-wooded railroad right of way.

DISCUSSION

This request to rezone to C-3 is along the N. Range Line Rd. corridor. This rezoning does coincide with the Future Land Use Map's designation of future retail commercial.

The request is appropriate given the proximity to Range Line Rd., a major arterial corridor in the region. Nearby uses share similar zoning districts, and the residential uses to the East are buffered by a semi-wooded 100' wide railroad right-of-way.

Staff recommends approval of Case 048-22.

ENCLOSURES

- Map of property
- Application

Aug 8, 2022

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 048-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Gil Stevens PHONE: 417-437-1061
ADDRESS: 619 Florida Ave Joplin, MO 64801 EMAIL: gil_stevens@yahoo.com

OWNER: Rangeline Golf Center Inc + Alan K Schmidt PHONE: 417-499-7073
ADDRESS: 2001 North Rangeline Joplin, MO 64801 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 2001 N Rangeline (SEE Attachment)

Present Zoning R-1 Requested Zoning: C-3 Acreage: 51.22
Present Use of Property: Miniature Golf, Driving Range, Baseball Batting Cages & 9 Hole Golf Course

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	NOT IN City	
South	Employer Advantage Properties & Millennium Tennis	C-3-PD
East	Railroad Track + Single Family R-1 Fitness Club	R-1
West	NOT IN City	

Character of the Neighborhood: Property on Rangeline is primarily commercial. Part of this property is in Webb City but still commercial on the West. Property to East is residential but there is a railroad track between subject property & residential area

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Owner plans to have a restaurant and Seven Electric Venue.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: North Rangeline Rd + Ten Pin Lane
2. Classification of Street(s):
   Arterial ✓ Rangeline Collector _____ Local ✓ Ten Pin Lane
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Alton S. Stem DATE: 27 June 2022

TITLE: Agent for Owner

Case 048-22: Rezoning

1911 and 2001 N. Range Line Rd.-A request to remove from District R-1 (Single family Residential) and include in District C-3 (Commercial) for future commercial development.

Mr. Eastman excused himself from the hearing and turned the meeting over to Mr. Kimble.

Gil Stevens, 23 Pheasant Run Dr. Joplin, Missouri stated he represented the owners of the property, Range Line Golf Center Inc. and Allen K. Schmidt who owns a single-family residence on the subject's property. The request is to zone to the C-3 so the owner who is proposing to sell the property and so the purchaser can open a restaurant and serve alcoholic beverages on the subject's property. That is the reason for the request.

Mr. Kimble asked if there were any questions from the Board on Case 048-22.

Mr. McCullough asked how patrons will gain access to the property.

Mr. Stevens stated the same way they have access now. They presently access the property from two entrances off Range Line. One entrance is from the south of the Parole office and there is another entrance to the north of the Parole office.

Mr. Kimble asked if there were any other questions for Mr. Stevens.

There were none.

Mr. Kimble asked if anyone wanted to speak in favor of Case 048-22.

There were none.

Shannon Bickford, 1402 Whispering Oaks Dr, Joplin, Missouri stated she lives directly to the east of the golf course. I have no objection to having a restaurant that serves alcohol there because Café Del Rio is just to the south of the golf course. I do not see why that would be an issue. However, I do have a problem with changing the zoning to something completely different to a commercial for future commercial development. I have an issue with that because of the wording for this regulation, retail, wholesale trade, high vehicular movement, tend to generate noise or commotion, late night hours, tendency toward unsightliness and unrelated and mixed land uses, manufacturing or assembly of products. I understand they want to build a restaurant with alcohol or

whatever but that does not stop it from happening later down the road. This is a very peaceful community. Once you start messing with the habitat that is there. We have a huge line of trees that breaks the noise from Range Line traffic. In the wintertime you can hear Range Line traffic quite a bit. If you take that whole row of trees out eventually through time you will destroy the habitat in the area. There are deer, bird, all kinds of things and light and sound protection from the trees. Ms. Bickford stated she objected to having those pulled down any place or any time. It could be sold for any type of manufacturing. That is noisy and this is a very quiet and very peaceful residential area. She stated she came from the west side of town which was not the greatest neighborhood and found peace here. And I would like my peace not to be interrupted. She stated she felt like there are other places that we could put restaurants. On West 7th St. there is an entire blighted area where we could put restaurants. She stated we do not need any more on Range Line road. That is my objection. She stated she highly objects.

Mr. Kimble asked if anyone on the Board had questions.

Ms. Phillips stated she had a question for Mr. Stanton. She could not really tell from the map where the easement is, she thinks it follows the red line for the railroad. So, are our rules different building up next to the railroad versus a street or a house or a business. Do we require a setback from the easement?

Mr. Stanton replied yes, the railroad has right-of-way, so it functions very much like our city streets. It is not an easement. It is owned totally by the railroad. This one I believe is 100 feet wide between the property lines of the golf course and the property lines of the homes in the neighborhood to the east. But all setbacks are measured from property lines so it would be measured from the edge of railroad right-of-way not from the edge of the homes to the east.

Ms. Phillips stated so, that is good. It will be further west.

Mr. Stanton stated any potential development would be set back off that property line.

Ms. Phillips asked so, what is that? How many feet? Residential is 6 feet.

Mr. Stanton asked in C-3? Rear setback for C-3 district is 15 feet.

Ms. Steele stated the railroad easement is 100 feet from the tracks. East to west or north to south?

Mr. Stanton replied yes, the right-of-way is 100 feet wide, and it is east to west.

Ms. Steele stated that anything that is built back there in addition to let say 50 feet is another 50 ft. Is that what you are saying?

Mr. Stanton replied that is correct.

Ms. Steele stated that if we send this on there is not going to be any kind of residential back in there at this point.

Mr. Stanton stated to his knowledge there is not a residential component to this request.

Mr. McCullough asked Mr. Stanton if there is any type of security fence that separates the railroad and the property for safety. Is there a code or anything like that since we have two cases near a railroad?

Mr. Stanton stated there is no requirement for any type of fence near a railroad. It is at the discretion of the developer if he would like to add that.

Mr. Kimble asked if there were additional questions from the Commissioners.

Mr. Kimble asked if there was anyone else who wished to speak in opposition of Case 048-22.

Marianne Fish, 1402 Whispering Oak, Joplin, Missouri stated 100 feet is nothing. Our backyard is just east of that railroad tracks. Okay, we have a fence then there is further 8-10 feet back where our property line is. It slopes downward and then there are the railroad tracks. Okay, it is the same on the other side. When railroad goes through cutting trees it does not reach that far. Those are old oak trees. Joplin has done enough damage with wild area. The area over by Sam's is a prime example. Menards and apparently condominiums or apartments are going in there and I am just here to tell you that you are going to be sorry. You are going to be sorry! I do not want trash all over the place. I do not want that tree line torn down. Okay, that is habitat. There are quite a few wild animals back there. I do not want the noise and I do not want the light and neither do the other people in our neighborhood. Okay, most of them are not here but they will be at the September meeting if I take them myself. Okay, we do not need to keep tearing down area. There is plenty of space on W. 7th Street. There is plenty of space over there. It is a disaster area. We need to leave as much area as we can. You all do not know the animals that live there. We see deer. We

have other animals that live there. We do not want it destroyed. It is not fair to them, and it is not fair to us. My daughter is correct it will be a restaurant, maybe for now and then what will it be in the future. If they want to put a restaurant there let them go down by the commercial area.

Mr. Kimble asked if there was anyone else who wished to speak in opposition to Case 048-22.

Dennis Herr, 1610 Whispering Oak Dr, Joplin, Missouri stated that in 1994 it was given a waiver for a golf course, but it remained R-1 on there. There are two addresses on this thing, 2001 N. Range Line and 1911 N. Range Line now how large is this restaurant. Do we need to do both? This is my observation and question. This is a quiet neighborhood. I was worried about the golf course, but it has been very nice and quiet. I concur with some of the other statements. My question is does the whole thing need to be C-3 because once it is C-3 it does not have to come before Planning and Zoning anymore if I understand the rule. They just build. Your C-3 allows buildings up to 45 feet unless they get a waiver. I mean it could be more that is the thing.

Mr. Kimble asked Mr. Stevens to answer the question as to the size of the restaurant. Mr. Kimble stated it was a general question, but it may shed some light.

Mr. Stevens stated he did not know the size of the restaurant. I can not imagine that it would be larger than 4000 square feet. He stated he did not know. He had not seen the plans. He stated he could not answer that question. Mr. Stevens asked if the restaurant must be zoned C-3 to sell alcohol.

Mr. Kimble asked if there was anyone else wanting to speak in opposition of Case 048-22.

Mary Katherine Lankford, 1510 Whispering Oaks Dr, Joplin, Missouri stated she had a picture to show what our neighbors are concerned about. Ms. Lankford presented the picture to the Recording Clerk to pass around to the Board. My neighbor came up with the drawing thing. I do not mind the restaurant and things, but that part of the neighborhood is beautiful. Is Alan just going to close the golf course? I am shocked that all of this is going on. Is that what is happening, is Alan selling the golf course? But anyway, I am just as a retired person I love my neighborhood. My husband passed and I felt safe. I will not feel safe if you just let it go. I do love my neighbors and I do love our area. After the tornado we came to this area. We have such beautiful trees. We have deer that come into our neighborhood, but we live with it.

Mr. Kimble asked if there was anyone else wanting to speak in opposition of Case

048-22.

Ms. Phillips asked if the City had received any letters of protest.

Mr. Stanton stated we received two letters of protest.

Mr. Kimble asked about the contents of the letter of protest.

Mr. Stanton read the letters into the record. Both letters were from 1610 Whispering Oaks Dr. protesting the re-zoning of the property.

Ms. Phillips stated she assumed it was R-1 because when the property was annexed the zoning never changed.

Mr. Bolander stated in the previous code golf courses were allowed in R-1 districts with special use permits. The country club is very similar. Even Schifferdecker Park golf course is R-1. Which brings up, the Planning and Zoning department did not realize there was this much protest. He stated that maybe the left side of the property close to Range Line could be re-zoned to C-3 where the restaurant is going to be. Then the remainder remain R-1. I do not know how much room is needed for the restaurant on the west side of the property. Maybe, we could limit the re-zoning to the Range Line side.

Mr. Stevens questioned if he could get that within one week what will that do to the re-zoning. Will it be delayed.

Mr. Bolander stated yes, it will be delayed because the next scheduled meeting is not until September 12th.

Mr. Stevens asked if that was the next Planning and Zoning meeting and that would put us a month behind.

Mr. Bolander stated yes it would put everything one month behind. Mr. Bolander stated they could amend it tonight if we had the distance. I do not think anyone here knows the amount they need on that side.

Mr. Kimble thanked both parties for that information.

Ms. Phillips stated she counted 18 houses and we were still not to the point of protest letters rising to the level of the percent.

Mr. Bolander stated it would probably not rise to that level because everyone on the Range Line side would have to protest which I doubt if they do. He stated he did not believe it would get to the 30%.

Mr. Kimble asked for clarification. He stated we could make an amendment this evening where we only change the smaller part. He realized that is very general. We re-zone that area instead of the entire space.

Mr. Bolander stated you could go to a lesser request without having to advertise. Just as an example, I do not know the amount of the property needed but you could say we amend it to the west 100 feet of the property.

Mr. Kimble stated that would push Mr. Steven's client back one month still to come back.

Mr. Bolander stated yes.

Ms. Phillips stated 100 feet is not much.

Mr. Stevens asked if they were talking about the railroad tracks and going back west.

Mr. Bolander stated no he was making an assumption that most of the commercial development would be closer to Range Line.

Mr. Stevens stated that is correct. He is sure of that.

Mr. Bolander stated it does not seem like they need to rezone the entire area to C-3 especially the area east closer to the residential neighborhood. We need to find out what portion of that tract needs to be zoned C-3. We can amend that to reflect the change.

Mr. Stevens asked if that would be delayed until September.

Mr. Bolander stated yes.

Ms. Steele asked if we do not amend but table it and let you and Planning and Zoning will it be faster for everyone.

Mr. Bolander stated it would be the fastest way to do this without denying and re-advertising.

Ms. Steele stated if we table this, and you all get together.

Mr. Bolander stated we would re-notify the property owners of the meeting in September.

Ms. Steele stated so we will take this up next month.

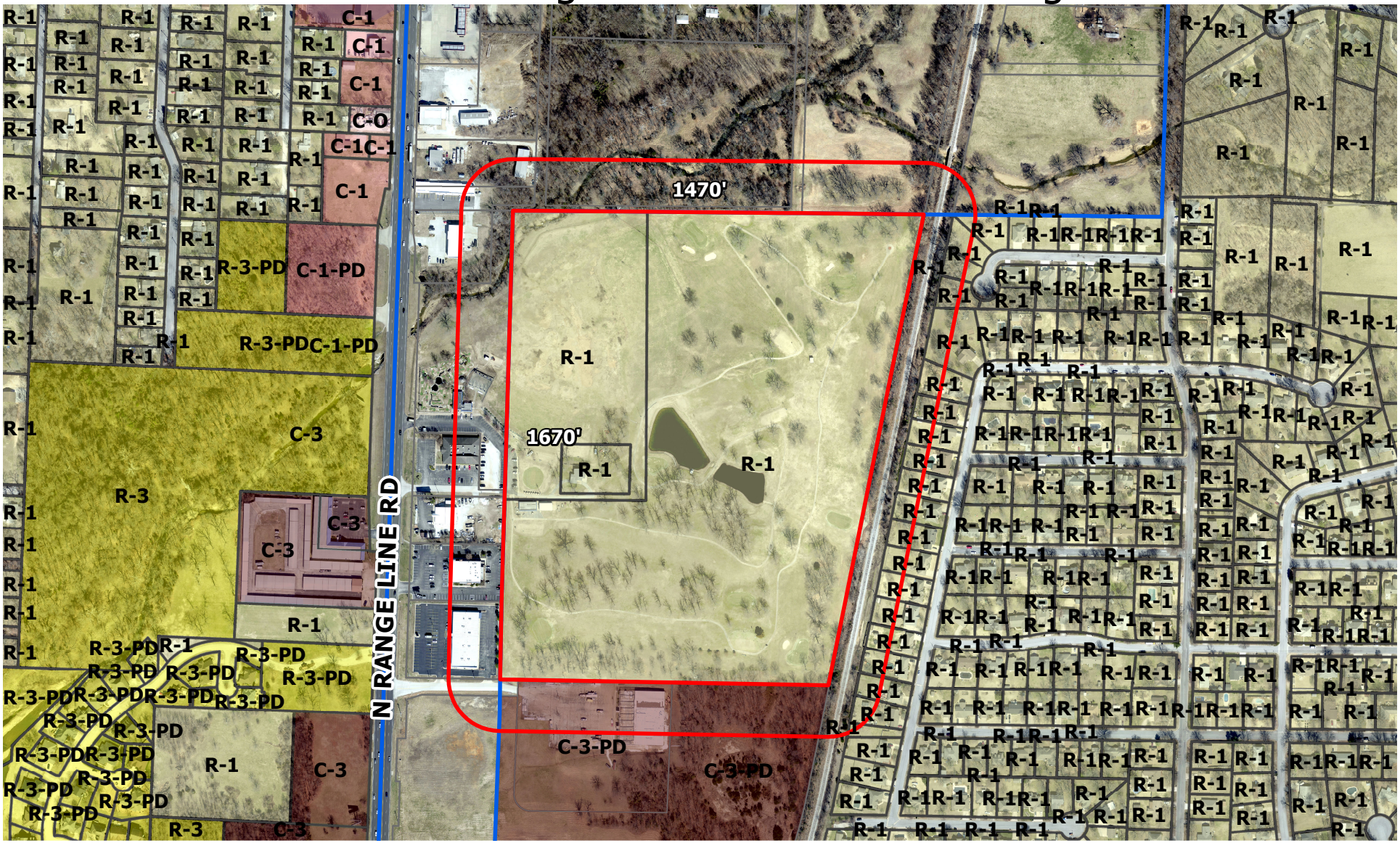
Mr. Bolander stated yes.

Mr. Stanton reminded the Board to conclude the Public Hearing portion before entertaining a Motion.

Mr. Kimble concluded the Public Hearing.

MS. STEELE MOVED TO TABLE CASE 048-22 TO SEPTEMBER 12, 2022 PLANNING AND ZONING MEETING. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 1 ABSENT, 1 RECUSED)

Case 048-22: Rezoning - 1911 and 2001 N. Range Line Rd.



1911 and 2001 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Gil Stevens

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-279 – Zoning District Change

MEETING DATE:
September 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 046-22: Rezoning - 2601 E. 20th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development – Leonard Hartford Tunnell

BACKGROUND:
This request to rezone to C-1-PD is along the E. 20th St. corridor. The Comprehensive Plan does indicate that this is a mixed-use corridor, while also showing it as future low-density residential in the Future Land Use Map.

Given the high traffic volume and speeds, as well as the arterial classification of 20th St., this property is generally inappropriate for single-family residential. A C-1-PD zoning is appropriate as a low-intensity commercial buffer along the corridor between 20th St. and existing single-family districts to the North.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Leonard Hartford Tunnell, 19362 Hartford Lane, Carthage, Missouri. He stated he has requested the rezoning. The lots on the north side and has already been rezoned C-1-PD or commercial. He stated he has another lot beside him that is already been zoned C-1-PD. It is a sister lot, and it would have the same impact as mine. It is the same width and length and everything. It could even be a larger business space. It is not a good place for residential right now because it is between two businesses. It should have no impact on traffic other than the Buttram lot has, it is the same situation. Of course, it would later generate sales tax for whatever business would occupy the lot as a commercial lot.

PUBLIC COMMENT;

Dana Parker, 1808 S.E. Murphy Blvd, Joplin, Missouri. Ms. Parker stated she was not necessarily opposed to this property being zoned for commercial because they were told a long time ago that was happening. We do have the property adjacent to it on the north and it is residential not commercial. Our issue is the storm drainage. If someone builds something there, we just want to get it on the books that we are watching that. We have had a lot of issues with storm drainage from other businesses tearing up our property. And I just want to get that on there so maybe the City will pay attention to that.

Mr. Eastman stated that Mr. Stanton could address that matter.

Ms. Parker stated that is all she had. She was just curious as to what was going in at that location.

Mr. Stanton stated the storm water management is part of the review process for any new site plan or development. That will be reviewed by our team of engineers whenever it develops.

Ms. Parker stated the last time they just directed it into our yards. She stated she did not want any more water.

Mr. Stanton stated in addition to any storm water mitigation there will be a buffer requirement between the commercial designation and the residence.

RECOMMENDATIONS:
Staff recommends tabling for Council Bill 2022-279.
Planning & Zoning Commission recommends tabling for Case 046-22 (6 in Favor, 0 Opposed, 1 Absent)

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

P & Z Case 046-22
Leonard Hartford Tunnell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-279 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri.

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

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

> All that part of Miscellaneous Tract Numbered Twelve (12), Parcel Forty-two (42) in section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and further described as follows: Beginning at the Southwest Corner of Miscellaneous Tract Numbered Twelve (12), Parcel 42, in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 170 feet, thence East 105 feet, thence South 170 feet, thence West 105 feet to the beginning

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: August 8, 2022
City Council Meeting: September 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 046-22 A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development

LOCATION 2601 E. 20th St.

APPLICANT Leonard Hartford Tunnell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.36

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1-PD	R-1	R-1
Land Use	Vacant	Vacant	Vacant	Church

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	80'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. This corridor is identified as a mixed-use corridor. C-1-PD zoning is appropriate in that context. The future land use map does indicate future low-density residential, however, C-1-PD does meet the intent of the mixed-use corridor.

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

The current zoning of R-1 is not suitable for the property. E. 20th St. is a high traffic corridor, particularly with this proximity to Range Line Rd. This is a key east-west corridor through Joplin that facilitates a large volume of traffic across the length of the City. Single-family uses would not be appropriate in this context.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain an existing commercial use, an existing church, and a vacant property.

DISCUSSION

This request to rezone to C-1-PD is along the E. 20th St. corridor. The Comprehensive Plan does indicate that this is a mixed-use corridor, while also showing it as future low-density residential in the Future Land Use Map.

Given the high traffic volume and speeds, as well as the arterial classification of 20th St., this property is generally inappropriate for single-family residential. A C-1-PD zoning is appropriate as a low-intensity commercial buffer along the corridor between 20th St. and existing single-family districts to the North.

Staff recommends approval of Case 046-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: _____
Filing Fee: $550.00
Received: _____
Date Advertised: _____
Date Notice Sent: _____
Public Hearing Date: _____

Applicant: Leonard Hartford Tunnell Phone No.: 417 438 5206

Address: 19362 Hartford Lane Carthage Email: Tunnell-LH@hotmail.com

Owner: L H Tunnell Phone No.: Same

Address: Same Email: Same

Location of Property: 2601 E 20th

Present Use of Property: For Sale

Proposed Use of Property: For Sale as C1-PD

Current Zoning: R1 Requested Zoning: C1-PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Empty Lot (no access to 20th)	R1
South	A house R1	R1
East	Land for Sale C1-PD + Med Center	C1-PD C1-PD
West	A vacant Church sold for Commercial	

Character of the Neighborhood: The north side of 20th is all zoned C1-PD OR C3-PD (C3-PD Church R1 C1-PD C1-PD

Sold Commer ↑ my lot

Relationship to Existing Zoning Pattern:

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

If yes, explain: It would be an isolated house mixed in with business.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard? Property on both sides are commercial

Street(s) with Access to Property: only 20th street

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Platting:

Yes	No	
☐	☒	Is platting required?
☐	☐	Are lots appropriately sized? 1 lot
☒	☐	Is street right-of-way appropriately sized?
☒	☐	Are drainage and utility easements adequately sized and provided?

Additional Comments: At this time I do not know what business owns the Church

Unique Characteristic of Property and/or Additional Comment:

Submission of Documents:

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

Signature: T H Jumell **Date:** May 31, 2022

Case 046-22: Rezoning

> 2601 E. 20th St.-A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development.

Mr. Leonard Hartford Tunnell, 19362 Hartford Lane, Carthage, Missouri. He stated he has requested the rezoning. The lots on the north side and has already been rezoned C-1-PD or commercial. He stated he has another lot beside him that is already been zoned C-1-PD. It is a sister lot, and it would have the same impact as mine. It is the same width and length and everything. It could even be a larger business space. It is not a good place for residential right now because it is between two businesses. It should have no impact on traffic other than the Buttram lot has, it is the same situation. Of course, it would later generate sales tax for whatever business would occupy the lot as a commercial lot.

Mr. Eastman asked if the Board had any questions for Mr. Tunnell.

No questions.

Mr. Eastman asked if anyone wished to speak in favor of Case 046-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 046-22.

Dana Parker, 1808 S.E. Murphy Blvd, Joplin, Missouri. Ms. Parker stated she was not necessarily opposed to this property being zoned for commercial because they were told a long time ago that was happening. We do have the property adjacent to it on the north and it is residential not commercial. Our issue is the storm drainage. If someone builds something there, we just want to get it on the books that we are watching that. We have had a lot of issues with storm drainage from other businesses tearing up our property. And I just want to get that on there so maybe the City will pay attention to that.

Mr. Eastman stated that Mr. Stanton could address that matter.

Ms. Parker stated that is all she had. She was just curious as to what was going in at that location.

Mr. Stanton stated the storm water management is part of the review process for any new site plan or development. That will be reviewed by our team of engineers whenever it develops.

Ms. Parker stated the last time they just directed it into our yards. She stated she did not want any more water.

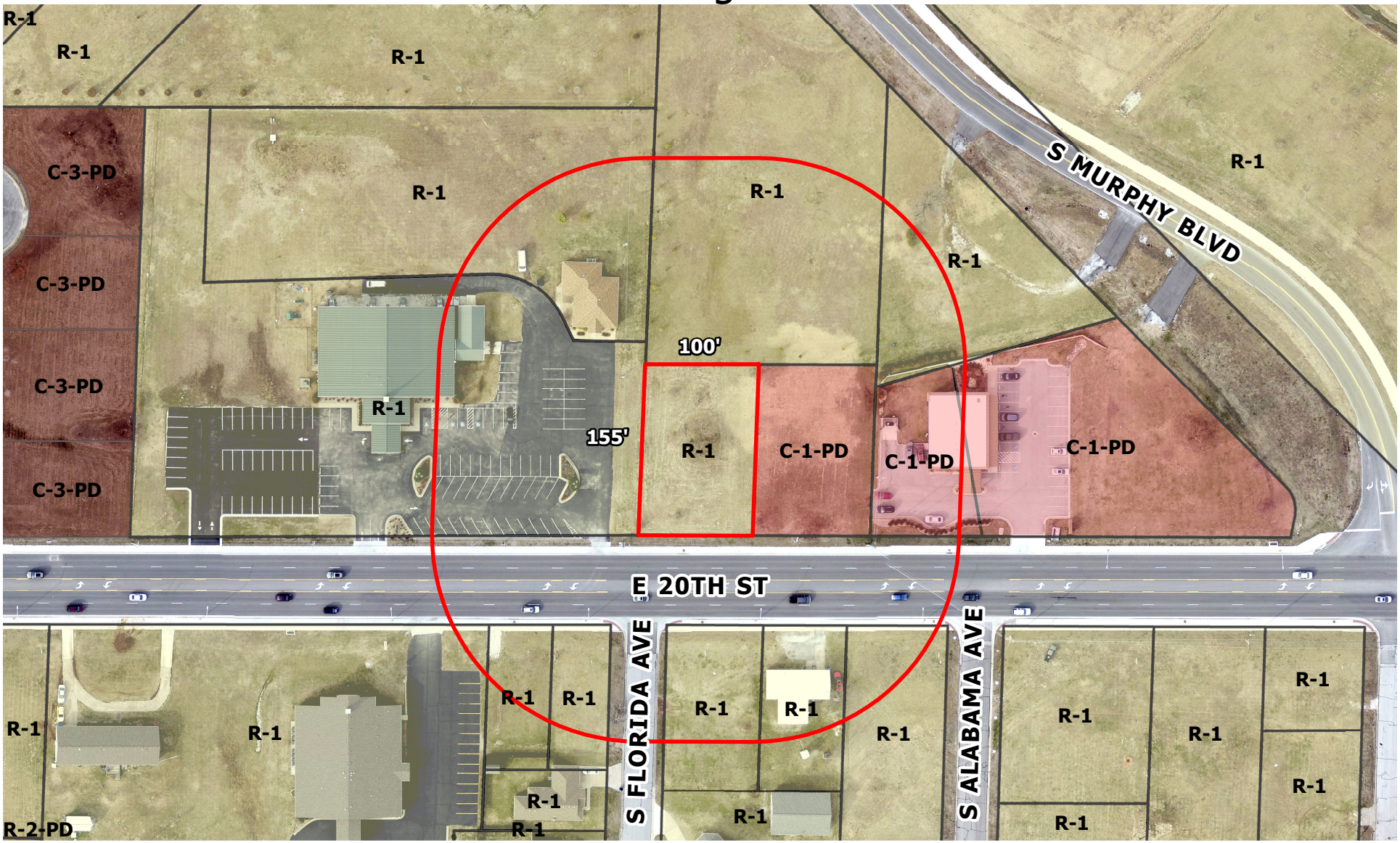
Mr. Stanton stated in addition to any storm water mitigation there will be a buffer requirement between the commercial designation and the residence.

Mr. Eastman asked if anyone else would like to speak in opposition to Case 046-22.

There were none.

MS. STEELE MOVED THAT CASE 046-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. KIMBLE SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 046-22: Rezoning - 2601 E. 20th St.



2601 E. 20th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development – Leonard Hartford Tunnell

JOPLIN CITY COUNCIL
AUGUST 15, 2022
MEETING MINUTES

CALL TO ORDER

The August 15, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Christina Williams.

ROLL CALL

Answering Roll Call were Council Members: Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Motion by Mr. Stinnett, second by Mr. DeTar to excuse Mr. Copple. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8 Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Mr. Copple joined via telephone at 6:12 PM.

PRESENTATIONS

Plan to Address Public Safety Needs

Nick Edwards, City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The City is looking for School Crossing Guards who work with the Joplin Police Department to help students cross the street safely at designated crosswalks. This part-time position works one hour in the morning and one hour in the afternoon Monday through Friday. If interested, people can apply at JoplinMo.org/jobs or in the Human Resources here at City Hall Monday through Friday 8 a.m to 5 p.m.

The City's free tree limb drop-off has been a popular program and is the source of an upcoming giveaway of FREE wood chips, which serve as good mulch for trees and bushes. Wood chips will be available from 8:30 a.m. to 2 p.m. on Friday, August 19, and Saturday, August 20 at 1702 North Schifferdecker Avenue, six-tenths of a mile north of Belle Center Road on the west side of Schifferdecker. Wood chips are self-serve and citizens are encouraged to bring buckets and/or shovels to help with this work. Please note that the wood chip site is the same as the monthly tree limb drop off – so you can drop off limbs and then pick up some mulch for other gardening chores.

Wood chips will be available on the third Friday and Saturday in September and October as the supply allows. For more information regarding these programs, call the Recycling Coordinator at 417-624-0820, ext. 1501.

The City's annual Auction is set for Saturday, September 10. The Auction begins at 9 a.m. and will be held in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street. Merchandise to be auctioned will be available for viewing from 1 to 4 p.m. on Friday, September 9, and from 8 to 9:30 a.m. Saturday, September 10, prior to the start of the auction. The list of auction items will be available on the City of Joplin's website, www.joplinmo.org/auctionlist.

The Joplin Health Department is now offering CPR classes for the community, offering Friends and Family, Heart Saver, and Heart Code Basic Life Support. Two classes are taught each month, rotating through the three classes. More information can be found on the City's website in the Parks and Recreation online catalog under Adult Programs at JoplinParks.org . Citizens can also call the Health Department at 417-623-6122, ext. 1256.

In recognition of the Labor Day holiday, the City of Joplin offices will be closed on Monday, September 5. The Joplin City Council meeting, regularly scheduled on the first Monday, will shift to Tuesday, September 6. Also, residential trash service will not be picked up on Labor Day. Customers who usually have pick-up service on Mondays will have their service on Tuesday, September 6. For the remainder of the week, the residential trash collection will move to the next day with Friday's customers having a Saturday pick-up.

CITIZEN REQUESTS AND PETITIONS

Tom Robertson spoke regarding Public Safety Tax.

Brian Evans spoke regarding budget fiscal responsibility and public safety.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR FY 2023 Proposed Budget Presentation

Mayor Lawson opened the Public Hearing.

David Debow and Jonathan Grantham asked questions pertaining to the proposed budget.

The Public Hearing was closed.

CONSENT AGENDA

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

Minutes of the August 1, 2022, City Council Meeting
Minutes of the August 8, 2022, Special City Council Meeting
RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-140

Mr. Shaw introduced Council Bill No. 2022-140 - AN ORDINANCE approving a purchase agreement between the City of Joplin and Midwest Transit Equipment Inc.in the amount of Three Hundred Seventy-Eight Thousand, Fourteen and 00/100 Dollars ($378,014.00) for the purchase of three light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts, on behalf of the City of Joplin 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. Shaw, second by Dr. Farnham that Council Bill No. 2022-140 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-125**.

COUNCIL BILL NO. 2022-143

Mr. DeTar introduced Council Bill No. 2022-143- AN ORDINANCE approving an amendment (Change Order No. 2) to the construction agreement with Rosetta Construction, in the amount of One Hundred Sixteen Thousand Seven Hundred Ninety-Six and 09/100 Dollars ($116,796.09) for the East 7th Street Sewer Extension 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. DeTar, second by Ms. Spencer that Council Bill No. 2022-143 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-126**.

COUNCIL BILL NO. 2022-145

Mr. Stinnett introduced Council Bill No. 2022-145 - AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2022-145 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-127.**

COUNCIL BILL NO. 2022-146

Mr. Cortez introduced Council Bill No. 2022-146 - AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and temporary easements for the purpose of street construction improvements associated with the 15th and Rangeline Intersection Improvement Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2022-146 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-128**.

COUNCIL BILL NO. 2022-147

Mr. DeTar introduced Council Bill No. 2022-147 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the not to exceed amount of Five Hundred Twelve Thousand and 00/100 Dollars ($512,000.00) for the Terminal Area Master Plan Design Services at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2022-147 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-129**.

COUNCIL BILL NO. 2022-526

Mr. Shaw introduced Council Bill No. 2022-526 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1101 East 20th Street, totaling approximately 11,400 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2022-526 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-130**.

COUNCIL BILL NO. 2022-527

Mr. Stinnett introduced Council Bill No. 2022-527 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1201 East 20th Street, totaling approximately 17,530 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2022-527 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez,

DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-131**.

COUNCIL BILL NO. 2022-528

Mr. Cortez introduced Council Bill No. 2022-528 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction, for the sale of one parcel located at 1405 to 1419 East 20th Street, totaling approximately 49,780 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2022-528 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-132**.

COUNCIL BILL NO. 2022-529

Mr. Cortez introduced Council Bill No. 2022-529 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-529 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-133**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-006

Mr. DeTar introduced Council Bill No. 2022-006 - 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. Motion by Mr. DeTar, second by Mr. Shaw to that Council Bill No. 2022-006 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-006.

COUNCIL BILL NO. 2022-144

Mr. Stinnett introduced Council Bill No. 2022-144 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2022-144 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-144.

COUNCIL BILL NO. 2022-608

Mr. Stinnett introduced Council Bill No. 2022-608 - AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract by and on behalf of
the City of Joplin. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2022-608 be passed on first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: Copple, 1. The Bill was read as Council Bill No. 2022-608.

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-525

Mr. Cortez introduced Council Bill No. 2022-525 - AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Cortez, second by Mr. Stinnett to table Council Bill No. 2022-525. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. This item was tabled.

UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for the Annual City of Joplin Auction on September 10, 2022. Motion by Mr. DeTar, second by Mr. Cortez to approve the current list of items to be auctioned off. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 8:41 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

JOPLIN CITY COUNCIL
AUGUST 22, 2022
SPECIAL MEETING MINUTES

Mayor Pro Tem Cortez called the August 22, 2022, Joplin City Council special meeting to order at 6:00 p.m.

City Clerk Holly Nagy read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a special meeting beginning at 6:00 p.m. on Monday, August 22, 2022, in the 5th Floor Council Chambers, 602 S. Main Street to discuss the topics below.

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Motion by Mr. Copple, second by Dr. Farnham to excuse the absence of Mr. Lawson. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Lawson, 1. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

Public Hearing for 2022-2023 Property Tax Rate

Mayor Pro Tem Cortez opened the Public Hearing.

No one spoke in favor of this item.

Deborah Ferguson spoke in opposition to this item.

The Public Hearing was closed.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-530

Mr. Stinnett introduced Council Bill No. 2022-530 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2022 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 2022 in the amount of Twenty-Four and Fifty-Nine Hundredths Cents ($0.2459) on One Hundred Dollars of valuation of all real property in said District; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2022-530 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Shaw, Spencer, Stinnett, and Williams, 7. Nays: Farnham, 1. Absent: Lawson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-134.**

The meeting adjourned at 6:17 p.m.

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-006 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 15, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Holly Nagy, 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, 2022.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2022-006

PCE:ab

COUNCIL BILL NO. 2022-006 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. (2021), 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. (2021), 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 (2021); and

WHEREAS, on the 7th day of September, 2021, 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, 2022.

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 _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-144 – approving a construction agreement with D&E Plumbing and Heating Inc. for construction of the 7th and Canterbury Stormwater Improvements (TS0611).

MEETING DATE
August 15, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2022-144

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements (TS0611) project.

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project to reduce the frequency of flooding of properties east of Canterbury Lane between 3rd and 7th Street. The project generally consists of storm sewer improvements along East 4th Street south of Canterbury Lane to the Target loading dock, replacement of the corroded culvert under Northpark Lane, and the enhancement and upgrade of the existing drainage ditch northeast of Canterbury Lane to a paved block ditch to increase and improve system conveyance and capacity. On February 22nd of 2022, City staff held a public meeting (in the Housing Authority Community room located at 5th and Turk) to receive resident input and give affected residents the opportunity to discuss the proposed stormwater improvements. The proposed storm sewer improvements along East 4th street will significantly reduce the frequency of flooding for properties on the west side of Canterbury Lane; experienced during heavy rain events when the detention basin by Target overtops onto the road.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 7th and Canterbury Stormwater Improvement project was advertised. Two proposals were received, and bids were opened on August 2, 2022, with D&E Plumbing and Heating Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

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

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2022-144, an agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements (TS0611) project on first reading.

BID SUMMARY

Bid Opening: August 2nd 10:00 AM 4th Floor Conference Room City Hall

PROJECT: 7th and Canterbury Stormwater Improvements

Contractor	Total Base Bid
Engineer's Estimate	$514,875.00
D&E Plumbing and Heating	**$481,560.00**
Asbell Excavating and Trucking	$621,650.36

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
D&E PLUMBING AND HEATING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: D&E Plumbing and Heating Inc.	
		Address: 1112 N Falcon Crest Court Nixa MO 65714	
Attention: Daniel L. Johnson		Attention: Steve Eoff	
Department: Public Works - Engineering		Phone: 417-838-2000	Fax:
Phone: 417-624-0820 extension 1530	Fax:	7th and Canterbury Lane (TS0611)	

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:

7th and Canterbury Lane
Stormwater Improvements (TS0611)
Jasper County, Missouri

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 dollars ($481,560.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $700 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $2000 per day for each calendar day that the improvements within Northpark Lane remain uncompleted after the time allowed, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. 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 Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 ($481,560.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

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.

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

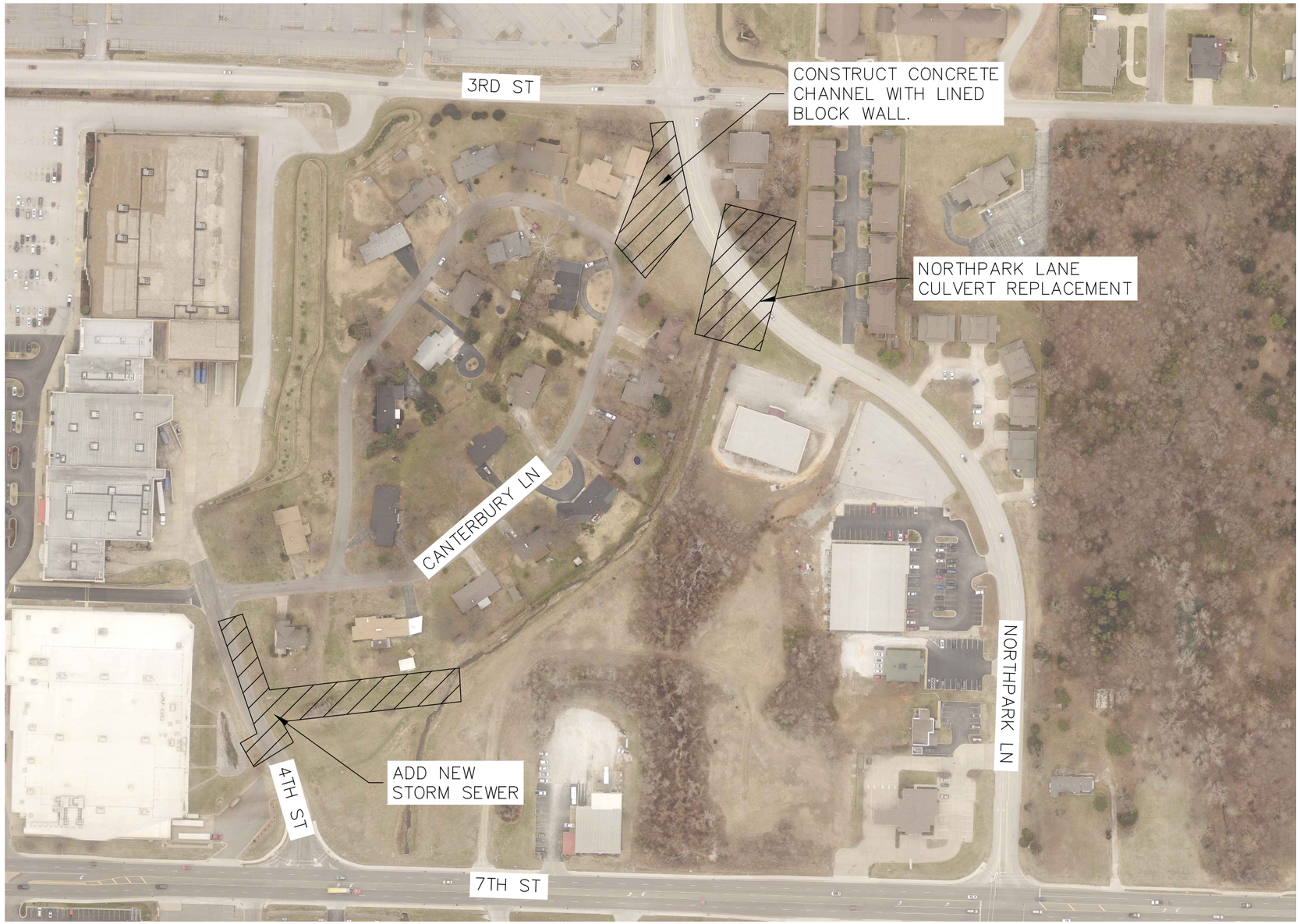
By: _____

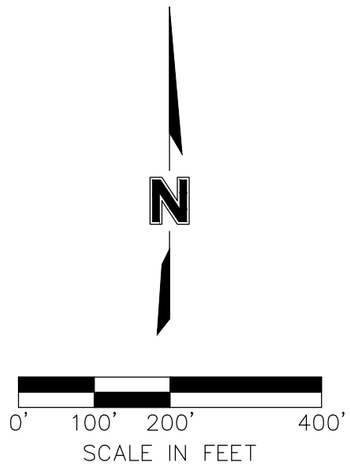
_____

Peter Edwards, City Attorney

Daniel L. Johnson, Interim Public Works Director

7TH STREET AND CANTERBURY LANE STORMWATER IMPROVEMENTS





PROJECT:	K17-06420
DRAWN BY:	ADB
DATE:	08/04/2022

7TH AND CANTERBURY LANE STORMWATER IMPROVEMENTS

olsson
550 St, Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE
F-1

DWG: F:\2017\0501-1000\017-0642-K\40-Design\Exhibits\08.4.22_Project Exhibit_k1706420.dwg USER: aboll
DATE: Aug 04, 2022 11:28am XREFS: V_XTOPO_K170642 W_PALGN_K170642

COUNCIL BILL NO. 2022-144 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvement s project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project (TS0611) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-144

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

_____

Leslie Haase, Director of Finance

RESOLUTION NO. 2022-013

A RESOLUTION declaring support for the construction of "Delaware Commons," a Senior Citizen Residential Community in Joplin, Missouri.

WHEREAS, Parker Development, LLC, has proposed to develop 48 units of senior housing, known as "Delaware Commons" and located at the southeast corner of East 18th Street and Delaware Avenue in Joplin, Missouri; and

WHEREAS, the City of Joplin, Missouri, recognizes the need for safe, quality built, affordable housing for senior citizens as a top priority in the community; and

WHEREAS, the construction of said residential apartment community will provide affordable housing for senior citizens and will be in the best interests of the residents of Joplin, Missouri.

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

Section 1. That the City Council of the City of Joplin, Missouri, hereby declares its support for the construction of "Delaware Commons," a Senior Citizen Residential Community in Joplin, Missouri, including its application to the Missouri Housing Development Commission for tax credits and financing to assist in the development of "Delaware Commons."

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

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-008 approving a Revised Labor Agreement by and between the City of Joplin and the Fraternal Order of Police Lodge #27.

MEETING DATE
September 6, 2022

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

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

BACKGROUND:
The Fraternal Order of Police Lodge #27 (hereinafter "FOP") has long represented police officers, corporals, and sergeants of the City of Joplin, Missouri (hereinafter "City"), regarding terms and conditions of employment, historically through a process known as "meet and confer". In January of 2022, the FOP notified the City that it wanted to open collective bargaining negotiations on issues such as compensation and working conditions, the FOP and the City met and negotiated the terms of a labor agreement, and, on or about May 5, 2022, the parties came to an agreement.

The compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees was contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City passing the tax, and in the event that the tax did not pass, the agreement was subject to being reopened for further negotiations on all issues.

The voters of the City did not pass the tax, the Labor Agreement was reopened for further negotiations on all issues, and the parties came to a revised agreement. The Revised Labor Agreement was taken to the FOP membership and they voted in favor of adopting the agreement. The City desires to approve the attached Revised Labor Agreement, which shall expire on December 31, 2027, in order to allow for changes to wages as contemplated therein to take effect on September 10, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

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

ATTACHMENTS:
Council Bill No. 2022-008 w/Agreement

PCE:ab

COUNCIL BILL NO. 2022-008 ORDINANCE NO. _____

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

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

WHEREAS, in January of 2022, the FOP notified the City that it wanted to open collective bargaining negotiations on issues such as compensation and working conditions, the FOP and the City met and negotiated the terms of a labor agreement, and, on or about May 5, 2022, the parties came to an agreement; and

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

WHEREAS, the voters of the City did not pass the tax, the Labor Agreement was reopened for further negotiations on all issues, and the parties came to a revised agreement; and

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

WHEREAS, the City desires to approve the attached Revised Labor Agreement, which shall expire on December 31, 2027, in order to allow for changes to wages as contemplated therein to take effect on September 10, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

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

Section 1. That the Revised 2022 Labor Agreement by and between the City of Joplin, Missouri and the Fraternal Order of Police Lodge #27, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit A, be, and hereby is, approved.

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

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

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

Section 5. That, to the extent this Ordinance conflicts with Ordinance No. 2022-071, any conflicting provision of Ordinance No. 2022-071 is repealed.

Section 6. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

ARTICLE I. Preamble

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

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

ARTICLE II. Recognition

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

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

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

ARTICLE III. Management Rights

Section 3.01 Management Right

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

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

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

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

ARTICLE IV. Lodge Rights

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

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

Section 4.03 Orientation

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

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

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

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

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

ARTICLE V. Past Practices

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

ARTICLE VI. Job Descriptions and Specialty Positions

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

ARTICLE VII. Hours of Work

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

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

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

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

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

Section 7.04 Shift Transfers and Reassignments

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

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

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

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

ARTICLE VIII. Temporary Duty Assignments

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

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

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

ARTICLE IX. Wages

Section 9.01 Wages
The City and FOP adopt the Pay Plan, attached hereto as Exhibit 1.

The Pay Plan will have an effective date of September 10, 2022, conditioned on this Agreement being approved by the City Council.

Under the new pay plan, affected employees shall be placed on the step they are currently on within the new pay plan and, if their current anniversary date falls between September 11, 2022 and October 31, 2022, the employee shall receive their step increase accordingly on their anniversary date during this specified time period.

For any Tier 1 employees that were rehired on a full-time capacity after retirement and are still employed on the effective date of September 10, 2022, their years of service will include their years serving as a Tier 1 employee. The placement of each employee within the new pay plan is attached hereto as Exhibit 2.

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

Section 9.02 COLA
The Pay Plan agreed to by the parties expressly excludes any COLA benefit or increase granted by the city council for the duration of this Agreement.

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

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

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

Section 9.05 Specialty Pay

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

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

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

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

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

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

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

Section 9.12 Vehicles
Detective, Career Enhancement Detective, DWI Officer, Corporal, or Sergeant, shall be provided with a take-home vehicle, provided they meet the residency requirements outlined in current department policy, which is twenty (25) miles from the Justice Center.

ARTICLE X. Overtime and Compensatory Time

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

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

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

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

ARTICLE XI. Out-of-Class Assignment

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

ARTICLE XII. Health and Welfare

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

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

ARTICLE XIII. Retirement Benefits

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

Section 13.02 Supplemental Retirement Program
Officers may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by the International City Management Association (ICMA) Retirement Corporation,

or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays

Section 14.01 Recognized Holidays
The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday Following Thanksgiving Day, and Christmas Day, eight (8) hours per holiday. If any additional holidays are approved by the City Manager and City Council in the future, they shall be included as a recognized holiday.

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

ARTICLE XV. Vacation

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

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

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

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

Section 15.04 Vacation Scheduling
(a) Vacation requests will be submitted through the chain of command. The Department will not unreasonably deny vacation request, but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.
(b) When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the earlier date of hire or promotion will be granted.
(c) Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

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

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

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

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

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

ARTICLE XVII. Other Leave

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

ARTICLE XVIII. Seniority

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

Section 18.02 Roster to Be Provided

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

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

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

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

ARTICLE XIX. Probation

Section 19.01 Probation
New employees shall be hired on a probationary basis. Probation shall run from date of hire until twelve (12) months after the employee is hired or graduates from the field training program, whichever is later, provided that the probationary period shall not exceed eighteen (18) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Section 19.02 Promotional Probation

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

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

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

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

ARTICLE XX. Reductions in Force

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

ARTICLE XXI. Discipline

Section 21.01 Discipline Purpose
The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit

represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07.

Section 21.02 Types of Discipline

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

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

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

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

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

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

Section 21.03 Copying Disciplinary Records

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

ARTICLE XXII. Internal Investigations

Section 22.01 Administrative Investigations

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

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

(b) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.

(c) Provide a Garrity warning to all employees who are ordered to provide statements.

(d) Complete the investigation within a reasonable period of time.

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

ARTICLE XXIII. Grievance Procedure

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

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

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

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

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

Section 23.06 Step Two
If the matter is not satisfactorily resolved at Step One, the Lodge or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise

statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

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

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

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

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

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

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. The parameters of such committee shall be considered during the first year of this agreement and made an addendum to this agreement when approved by both parties.

Section 24.02 Labor/Management Committee Cooperative Basis

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

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

ARTICLE XXV. General Provisions

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

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

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

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

ARTICLE XXVI. Training

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

the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

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

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

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

ARTICLE XXVII. Complete Agreement

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

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

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date

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

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

Nicholas Edwards,
City Manager

_____
On behalf of
The City of Joplin, Missouri

Date: _____

Thomas Bowin,
Treasurer

_____
On behalf of
The FOP, Lodge #27

Date: _____

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
P1	Police Officer Trainee	$ 16.469	$ 16.963													
		$ 34,256	$ 35,283													
P2	Police Officer	$ 20.000	$ 20.600	$ 21.218	$ 21.855	$ 22.510	$ 23.185	$ 23.881	$ 24.597	$ 25.335	$ 26.095	$ 26.878	$ 27.685	$ 28.515	$ 29.371	$ 30.252
		41,600	42,848	44,133	45,457	46,821	48,226	49,673	51,163	52,698	54,279	55,907	57,584	59,312	61,091	62,924
P4	Police Corporal	$ 22.000	$ 22.660	$ 23.340	$ 24.040	$ 24.761	$ 25.504	$ 26.269	$ 27.057	$ 27.869	$ 28.705	$ 29.566	$ 30.453	$ 31.367	$ 32.308	$ 33.277
		$ 45,760	$ 47,133	$ 48,547	$ 50,003	$ 51,503	$ 53,048	$ 54,640	$ 56,279	$ 57,967	$ 59,706	$ 61,498	$ 63,343	$ 65,243	$ 67,200	$ 69,216
P10	Police Sergeant	$ 25.300	$ 26.059	$ 26.841	$ 27.646	$ 28.475	$ 29.330	$ 30.210	$ 31.116	$ 32.049	$ 33.011	$ 34.001	$ 35.021	$ 36.072	$ 37.154	$ 38.269
		$ 52,624	$ 54,203	$ 55,829	$ 57,504	$ 59,229	$ 61,006	$ 62,836	$ 64,721	$ 66,663	$ 68,662	$ 70,722	$ 72,844	$ 75,029	$ 77,280	$ 79,599

Position	Grade	Step
POLICE CORPORAL	P4	8
POLICE SERGEANT	P10	11
POLICE CORPORAL	P4	8
POLICE CORPORAL	P4	15
POLICE CORPORAL	P4	4
POLICE CORPORAL	P4	4
POLICE CORPORAL	P4	8
POLICE OFFICER	P2	4
POLICE OFFICER	P2	5
POLICE OFFICER	P2	1
POLICE OFFICER	P2	6
POLICE OFFICER	P2	14
POLICE OFFICER	P2	6
POLICE OFFICER	P2	2
POLICE OFFICER	P2	4
POLICE OFFICER	P2	2
POLICE OFFICER TRAINEE	P1	1
POLICE OFFICER TRAINEE	P1	1
POLICE OFFICER	P2	2
POLICE OFFICER	P2	1
POLICE OFFICER	P2	4
POLICE OFFICER	P2	1
POLICE OFFICER	P2	8
POLICE OFFICER	P2	2
POLICE OFFICER	P2	2
POLICE OFFICER	P2	4
POLICE OFFICER	P2	2
POLICE OFFICER	P2	2

POLICE OFFICER	P2	2
POLICE OFFICER	P2	1
POLICE OFFICER	P2	15
POLICE OFFICER	P2	13
POLICE OFFICER	P2	3
POLICE SERGEANT	P10	12
POLICE SERGEANT	P10	15
POLICE SERGEANT	P10	10
POLICE SERGEANT	P10	9
POLICE SERGEANT	P10	12
POLICE SERGEANT	P10	10
POLICE CORPORAL	P4	12
POLICE CORPORAL	P4	15
POLICE CORPORAL	P4	7
POLICE OFFICER	P2	15
POLICE OFFICER	P2	12
POLICE OFFICER	P2	11
POLICE OFFICER	P2	4
POLICE OFFICER	P2	15
POLICE OFFICER	P2	5
POLICE OFFICER	P2	5
POLICE OFFICER	P2	1
POLICE OFFICER	P2	7
POLICE OFFICER TRAINEE	P1	1
POLICE SERGEANT	P10	11
POLICE SERGEANT	P10	10
POLICE OFFICER	P2	10
POLICE OFFICER	P2	15
POLICE SERGEANT	P10	12

POLICE CORPORAL	P4	11
POLICE OFFICER	P2	12
POLICE OFFICER	P2	15
POLICE OFFICER	P2	6
POLICE SERGEANT	P10	6
POLICE OFFICER	P2	15
POLICE OFFICER	P2	4
POLICE OFFICER	P2	5
POLICE OFFICER	P2	3
POLICE OFFICER	P2	1
POLICE OFFICER	P2	1
POLICE OFFICER	P2	1
POLICE OFFICER	P2	6
POLICE OFFICER	P2	1
POLICE OFFICER	P2	8
POLICE OFFICER	P2	4
POLICE OFFICER	P2	15
POLICE OFFICER	P2	1
POLICE OFFICER	P2	8
POLICE OFFICER	P2	1
POLICE OFFICER	P2	3
POLICE OFFICER	P2	1
POLICE OFFICER TRAINEE	P1	1
POLICE OFFICER	P2	1
POLICE OFFICER	P2	5
POLICE OFFICER	P2	9
POLICE OFFICER	P2	3
POLICE OFFICER	P2	1
POLICE OFFICER TRAINEE	P1	1

POLICE OFFICER	P2	10
POLICE OFFICER	P2	1
POLICE OFFICER TRAINEE	P1	1
POLICE OFFICER	P2	3
POLICE OFFICER	P2	13
POLICE OFFICER	P2	15
POLICE OFFICER	P2	13

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-531 – Approving the Salary Administration Plan for Classified and Unclassified positions

MEETING DATE
September 6, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-531 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

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

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions.

BACKGROUND
The City of Joplin is updating the Police Department pay plan structure. The ranks of Police Captain, Assistant Police Chief and Police Chief are not covered by the Fraternal Order of Police Lodge #27 Labor Agreement. As such, this updated Salary Administration Plan reflects the updated pay plan structure for all Police Department ranks of Police Officer Trainee, Police Officer, Police Corporal, Police Sergeant, Police Captain, Assistant Police Chief and Police Chief in accord with the revised Labor Agreement for those positions included within the agreement.

FUNDING SOURCE
This item is being funded by the general fund and the public safety sales tax fund based upon the assignment of each impacted employee.

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

COUNCIL BILL NO. 2022-531 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2021-2022; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2021-151 on October 18, 2021; and,

WHEREAS, the City has restructured the police department portion of the Plan; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on September 10, 2022, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2021-2022, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2021-2022, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 5. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE SEPTEMBER 10, 2022
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,383	$23,851	$24,330	$24,816	$25,312	$25,819	$26,335	$26,861	$27,398	$27,947	$28,504	$29,076	$29,657	$30,249	$30,855	$31,472	$32,101		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,777	$25,272	$25,777	$26,293	$26,817	$27,354	$27,901	$28,461	$29,028	$29,609	$30,202	$30,807	$31,423	$32,051	$32,691	$33,344	$34,012	$34,692	$35,387		
	Facilities Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,537	$27,069	$27,610	$28,161	$28,725	$29,299	$29,885	$30,482	$31,094	$31,714	$32,348	$32,995	$33,656	$34,328	$35,015	$35,716	$36,431	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Automotive Service Worker	$26,780	$27,317	$27,862	$28,419	$28,987	$29,567	$30,158	$30,761	$31,377	$32,005	$32,646	$33,297	$33,964	$34,642	$35,335	$36,042	$36,764	$37,498	$38,249	$39,012		
	Breastfeeding Peer Counselor Coordinator																						
	Laborer II																						
	Recreation Leader																						
	Tourism Assistant																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Court Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,679	$29,253	$29,838	$30,435	$31,044	$31,664	$32,298	$32,943	$33,602	$34,274	$34,961	$35,660	$36,373	$37,101	$37,841	$38,599	$39,370	$40,159	$40,961		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Transit Driver III																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,717	$31,333	$31,959	$32,598	$33,251	$33,916	$34,595	$35,285	$35,992	$36,712	$37,446	$38,195	$38,958	$39,738	$40,533	$41,342	$42,170	$43,012		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Technician I	$32,552	$33,203	$33,867	$34,545	$35,235	$35,940	$36,658	$37,392	$38,139	$38,902	$39,680	$40,475	$41,284	$42,110	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
		$32,119	$32,956	$33,790	$34,626	$35,458	$36,294	$37,128	$37,962	$38,798	$39,632	$40,466	$41,300	$42,137	$42,971	$43,805	$44,641	$45,475	$46,309	$47,145	$47,979		
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,867	$35,564	$36,275	$37,001	$37,740	$38,495	$39,266	$40,050	$40,851	$41,669	$42,503	$43,351	$44,219	$45,103	$46,005	$46,925	$47,865	$48,822	$49,797		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Technician II	$35,888	$36,606	$37,338	$38,085	$38,846	$39,624	$40,416	$41,224	$42,049	$42,890	$43,749	$44,622	$45,515	$46,426	$47,353	$48,302	$49,267	$50,253	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,436	$39,206	$39,990	$40,789	$41,606	$42,438	$43,287	$44,152	$45,034	$45,937	$46,854	$47,792	$48,747	$49,722	$50,717	$51,732	$52,765	$53,822	$54,897		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,356	$41,163	$41,987	$42,827	$43,684	$44,558	$45,448	$46,357	$47,285	$48,231	$49,194	$50,178	$51,183	$52,206	$53,250	$54,315	$55,401	$56,509	$57,639		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II																						
	Planner																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,374	$43,222	$44,088	$44,968	$45,868	$46,785	$47,721	$48,676	$49,650	$50,642	$51,655	$52,688	$53,741	$54,816	$55,912	$57,032	$58,171	$59,334	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Golf Course Professional (E)	$43,622	$44,493	$45,384	$46,292	$47,218	$48,162	$49,125	$50,107	$51,110	$52,131	$53,175	$54,238	$55,324	$56,430	$57,558	$58,710	$59,883	$61,081	$62,302	$63,548	$64,819	$66,117
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Assistant Wastewater Plant Superintendent (E)	$45,804	$46,719	$47,655	$48,608	$49,579	$50,571	$51,582	$52,614	$53,666	$54,739	$55,833	$56,950	$58,090	$59,253	$60,436	$61,645	$62,878	$64,137	$65,418	$66,726	$68,062	$69,422
	Communications Technician Manager																						
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Assistant Director of Human Resources (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Athletic Facilites Superintendent (E)	$48,094	$49,055	$50,036	$51,037	$52,058	$53,100	$54,161	$55,245	$56,349	$57,477	$58,627	$59,798	$60,994	$62,215	$63,459	$64,728	$66,023	$67,342	$68,690	$70,063	$71,465	$72,894
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	Assistant City Prosecutor (E)	$50,500	$51,511	$52,541	$53,591	$54,662	$55,756	$56,871	$58,009	$59,170	$60,353	$61,560	$62,791	$64,047	$65,327	$66,635	$67,966	$69,326	$70,712	$72,126	$73,570	$75,040	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,270	$57,396	$58,544	$59,715	$60,909	$62,128	$63,369	$64,638	$65,930	$67,248	$68,594	$69,965	$71,365	$72,792	$74,248	$75,733	$77,247	$78,792	$80,369
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Administrator																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	Assistant Director of Health (E)	$55,675	$56,788	$57,924	$59,082	$60,264	$61,470	$62,700	$63,954	$65,233	$66,537	$67,868	$69,224	$70,610	$72,022	$73,461	$74,932	$76,430	$77,958	$79,518	$81,108	$82,730	$84,386
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	Assistant Finance Director (E)	$58,460	$59,629	$60,821	$62,038	$63,280	$64,544	$65,836	$67,153	$68,496	$69,865	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,255	$81,858	$83,495	$85,166	$86,869	$88,606
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,025	$70,404	$71,812	$73,249	$74,714	$76,209	$77,732	$79,288	$80,872	$82,491	$84,140	$85,823	$87,539	$89,290	$91,075	$92,897	$94,754	$96,651	$98,584	$100,556	$102,567
380	Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,929	$75,408	$76,916	$78,456	$80,024	$81,625	$83,256	$84,922	$86,622	$88,352	$90,120	$91,921	$93,760	$95,636	$97,548	$99,499	$101,489	$103,520	$105,589	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,101	$77,624	$79,177	$80,760	$82,374	$84,022	$85,702	$87,416	$89,165	$90,948	$92,768	$94,623	$96,516	$98,446	$100,414	$102,423	$104,472	$106,560	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	* Public Works Director (E)	$82,256	$83,901	$85,580	$87,291	$89,036	$90,817	$92,633	$94,486	$96,375	$98,303	$100,268	$102,274	$104,320	$106,407	$108,534	$110,706	$112,919	$115,178	$117,480	$119,831	$122,227	$124,673
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084
P1		$16.469	$16.963																				
	Police Officer Trainee	$34,256	$35,283																				
P2	Police Officer	$19.231	$19.808	$20.402	$21.014	$21.645	$22.294	$22.963	$23.652	$24.361	$25.092	$25.845	$26.620	$27.419	$28.241	$29.088							
		$40,000	$41,200	$42,437	$43,710	$45,021	$46,372	$47,763	$49,196	$50,671	$52,192	$53,757	$55,370	$57,031	$58,742	$60,504							
P4	Police Corporal	$21.635	$22.284	$22.953	$23.641	$24.350	$25.081	$25.833	$26.608	$27.407	$28.229	$29.076	$29.948	$30.846	$31.772	$32.725							
		$45,001	$46,351	$47,741	$49,174	$50,649	$52,168	$53,733	$55,345	$57,006	$58,716	$60,477	$62,292	$64,160	$66,085	$68,068							
P10	Police Sergeant	$24.039	$24.760	$25.503	$26.268	$27.056	$27.868	$28.704	$29.565	$30.452	$31.365	$32.306	$33.276	$34.274	$35.302	$36.361							
		$50,001	$51,501	$53,046	$54,638	$56,277	$57,965	$59,704	$61,495	$63,340	$65,240	$67,197	$69,213	$71,290	$73,428	$75,631							
N20	Police Captain (E)	$31.250	$32.188	$33.153	$34.148	$35.172	$36.227	$37.314	$38.434	$39.587	$40.774	$41.997	$43.257	$44.555	$45.892	$47.268							
		$65,000	$66,950	$68,959	$71,027	$73,158	$75,353	$77,613	$79,942	$82,340	$84,810	$87,355	$89,975	$92,674	$95,455	$98,318							
N30	Assistant Police Chief (E)	$33.654	$34.664	$35.704	$36.775	$37.878	$39.014	$40.185	$41.390	$42.632	$43.911	$45.228	$46.585	$47.983	$49.422	$50.905							
		$70,000	$72,100	$74,263	$76,491	$78,786	$81,150	$83,584	$86,092	$88,674	$91,335	$94,075	$96,897	$99,804	$102,798	$105,882							
N40	* Police Chief (E)	$43.269	$44.567	$45.904	$47.281	$48.700	$50.161	$51.665	$53.215	$54.812	$56.456	$58.150	$59.894	$61.691	$63.542	$65.448							
		$90,000	$92,700	$95,480	$98,345	$101,295	$104,334	$107,464	$110,688	$114,009	$117,429	$120,952	$124,580	$128,318	$132,167	$136,132							

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2022-609 - Approves the Joplin Convention & Visitor Bureau's grant funding distribution for FY2023 relating to special events, festivals, and celebrations.

MEETING DATE:

September 6, 2022

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) grant distribution for FY2023 special events, festivals, and celebrations. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

BACKGROUND:

The purpose of this JCVB grant program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and For-profit organizations may apply
- Events must be held between November 1, 2022 & October 31, 2023
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At their June and July meetings the Joplin Convention & Visitors Bureau Advisory Board reviewed the FY2023 JCVB Grant applications and heard from the requesting organizations. At the conclusion of the July meeting they determined funding allocations; where appropriate and how much. At each of these meetings the board heard from each applicant which included a 5-minute presentation and 5-minute Q&A. Board members received digital copies of all applications in advance of the meetings.

Fifteen (15) applications from fourteen (14) organizations, totaling $197,192 in funding requests were received. Funding for the grant program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year, in smaller amounts, by the CVB director.

In their review, the board took into consideration many factors including: an event's tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth a total of 100 points with a 60-point benchmark being for the strongest funding measurement. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received.

Scoring criteria included: ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market, and retain a visitor in this area (for at least 3-hours), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the advisory board members discussed each application and made final funding decisions.

Following the scoring and ranking of all applications, the advisory board members discussed each and made final funding decisions.

FUNDING SOURCE:

The CVB Grant funding comes from a dedicated portion of the JCVB annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2023 Budget:

1. Joplin Memorial Run, Active Lifestyle Events Inc, May 2023, in the amount of Five Thousand Five Hundred dollars ($5,500)
2. Summer Roundup Triathlon, Rufus Racing, LLC, July 8-9, 2023, in the amount of Five Thousand Six Hundred dollars ($5,600)
3. OCC Conference Series marketing, Ozark Christian College, 2023 conference series, in the amount of Sixteen Thousand Two Hundred and Seventy-Five dollars ($16,275)
4. Monster Games, Midwestern Built CrossFit, July 2023, in the amount of Thirteen Thousand Four Hundred and Seventy-Five dollars ($13,475)
5. 18th Annual Four States Open, Joplin Disc Golf Club, September 22-24, 2023, in the amount of Six Thousand dollars ($6,000)
6. Guilty by Association, 4 State Trucks, September 22-23, 2023, in the amount of Twenty-Five Thousand dollars ($25,000)
7. Mother Road Mayhem, Keg Media, May 5-7, 2023, in the amount of Three Thousand dollars ($3,000)
8. Juneteenth Regional Black Expo, East Town Dreams District, June 16-18, 2023, in the amount of Two Thousand dollars ($2,000)
9. ArtCon 2023, Neosho Arts Council, February 4, 2023, in the amount of Three Thousand Four Hundred dollars ($3,400)
10. Murphysburg Heritage Tourism, Historic Murphysburg Preservation, Inc, July 15, 2023, in the amount of Two Thousand dollars ($2,000)
11. JOMO PrideFest, JOMO Pride, Inc., September 8-10, 2023, in the amount of Seven Thousand Five Hundred dollars ($7,500)

12. Emancipation "Park Days" Celebration, Emancipation Celebration Committee, August 4-6, 2023, in the amount of Three Thousand dollars ($3,000)
13. Freedom of Flight Museum promotions, Freedom of Flight Museum, 2023, in the amount of Two Thousand dollars ($2,000)
14. Jasper Vintage and Maple Leaf Tours, Joplin Trails Coalition, May 20, and October 13, 2023, respectively, in the amount of One Thousand One Hundred and Forty-Two dollars ($1,142)
15. North Heights Porchfest, North Heights Neighborhood, October 3, 2023, in the amount of Seven Hundred dollars ($700)

In total, these recommendations represent $96,592 of the $140,000 budgeted for the FY2023 grant program. In addition to these the JCVB Advisory Board recommends Twenty-Five Thousand dollars ($25,000) to be used by the Joplin Celebrations Commission for a Community Concert weekend to be held in July or August 2023 as part of Joplin's Sesquicentennial, bringing their recommendation total to $121,592.

The balance of $18,408 of this fund will be allocated throughout the fiscal year following the same application guidelines.

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

ATTACHMENTS:

Council Bill No. 2022-609

Grant Applicants (available in city clerk's office)

COUNCIL BILL NO. 2022-609 ORDINANCE NO.

AN ORDINANCE approving the applications of Active Lifestyle Events Inc for Joplin Memorial Run; Rufus Racing, LLC for Summer Roundup Triathlon; Ozark Christian College for a marketing campaigns for their 2023 conference series; Midwestern Built CrossFit for Monster Games; Joplin Disc Golf Club for the 18th Annual Four States Open; 4 State Trucks for Guilty by Association; Keg Media for Mother Road Mayhem; East Town Dreams District for Joplin Juneteenth Regional Black Expo; Neosho Arts Council for ArtCon 2023; Historic Murphysburg Preservation, Inc for Murphysburg Heritage Tourism marketing; JOMO Pride, Inc. for JOMO PrideFest 2023; Emancipation Celebration Committee for Emancipation "Park Days" Celebration; Freedom of Flight Museum for a museum marketing campaign; Joplin Trails Coalition for marketing the Jasper Vintage and Maple Leaf tours; North Heights Neighborhood for North Heights Porchfest; and the Celebrations Commission for a sesquicentennial community concert, for utilization of FY2023 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and have recommended to the Council that certain festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Joplin Memorial Run, Active Lifestyle Events Inc, May 2023, in the amount of Five Thousand Five Hundred dollars ($5,500); Summer Roundup Triathlon, Rufus Racing, LLC, July 8-9, 2023, in the amount of Five Thousand Six Hundred dollars ($5,600); OCC Conference Series marketing, Ozark Christian College, 2023 conference series, in the amount of Sixteen Thousand Two Hundred and Seventy-Five dollars ($16,275); Monster Games, Midwestern Built CrossFit, July 2023, in the amount of Thirteen Thousand Four Hundred and Seventy-Five dollars ($13,475); 18th Annual Four States Open, Joplin Disc Golf Club, September 22-24, 2023, in the amount of Six

Thousand dollars ($6,000); Guilty by Association, 4 State Trucks, September 22-23, 2023, in the amount of Twenty-Five Thousand dollars ($25,000); Mother Road Mayhem, Keg Media, May 5-7, 2023, in the amount of Three Thousand dollars ($3,000); Juneteenth Regional Black Expo, East Town Dreams District, June 16-18, 2023, in the amount of Two Thousand dollars ($2,000); ArtCon 2023, Neosho Arts Council, February 4, 2023, in the amount of Three Thousand Four Hundred dollars ($3,400); Murphysburg Heritage Tourism, Historic Murphysburg Preservation, Inc, July 15, 2023, in the amount of Two Thousand dollars ($2,000); JOMO PrideFest, JOMO Pride, Inc., September 8-10, 2023, in the amount of Seven Thousand Five Hundred dollars ($7,500); Emancipation "Park Days" Celebration, Emancipation Celebration Committee, August 4-6, 2023, in the amount of Three Thousand dollars ($3,000); Freedom of Flight Museum promotions, Freedom of Flight Museum, 2023, in the amount of Two Thousand dollars ($2,000); Jasper Vintage and Maple Leaf Tours, Joplin Trails Coalition, May 20, and October 13, 2023, respectively, in the amount of One Thousand One Hundred and Forty-Two dollars ($1,142); North Heights Porchfest, North Heights Neighborhood, October 3, 2023, in the amount of Seven Hundred dollars ($700); and Community Concert weekend, Joplin Celebrations Commission, July or August 2023, in the amount of Twenty-Five Thousand dollars ($25,000) for utilization of FY2023 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau Advisory Board, and, in accordance with Ordinance No. 2000-148.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-007 – establishing additional catastrophic injury and death benefits for certain public safety and other employees.

MEETING DATE
September 6, 2022

ORIGINATING DEPARTMENT
City Attorney

ATTACHMENTS
Council Bill 2022-007 Ordinance

REVIEWED BY
Police Chief: Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill establishes additional catastrophic injury and death benefits for certain public safety and other employees.

BACKGROUND
In the event of catastrophic injury or death, the following benefits will be offered to the employee, any spouse, and any dependent children. Dependent child means a child aged 24 years or less, unless the child is disabled.

For any existing health plan in which the employee, any spouse, and any dependent children are enrolled, the City will begin to pay 100% of the plan's premiums as of the date of the catastrophic injury or death.

The employee, any spouse, and any dependent children will be eligible to participate in the City's health plan for a period of up to 10 years following the date of the catastrophic injury or death. The City will pay 100% of any such premiums. The employee, any spouse, and any dependent children will be eligible to participate in any supplemental coverage at their cost on the same terms and conditions as afforded to the City's employees. In order to participate, the employee, any spouse, and any dependent children must complete annual open enrollment and certify that they meet the requirements of the Ordinance.

The employee's benefit shall terminate if they become eligible for Medicare. Any spouse's benefit shall terminate if they divorce the employee, remarry, or become eligible for Medicare. Any child's benefit shall terminate if they are no longer a dependent child unless the child is disabled.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2022-007 ORDINANCE NO.

AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees.

WHEREAS, the City of Joplin, its residents, and visitors, appreciate and support the police officers, firefighters and other employees who make the community safe; and

WHEREAS, this gratitude is no greater than when an employee has made the ultimate sacrifice, experiencing a catastrophic injury or death; and

WHEREAS, the City desires to offer additional catastrophic injury and death benefits for employees in recognition of this sacrifice.

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

Section 1. Definitions.

Catastrophic Injury means a physical injury resulting in: (a) *Quadriplegia* defined as the permanent loss of functional use of all four limbs; (b) *Paraplegia* defined as the permanent loss of functional use of two limbs; (c) loss of two or more limbs; (d) an injury to the brain that results in permanent cognitive impairment resulting in the permanent inability to make independent decisions or engage in one or more of the following activities of daily living: eating, dressing, bathing, toileting, transferring, or walking; (e) an injury that causes irreversible failure of one or more major organ systems; or (f) vision loss such that the patient's central visual acuity is no more than twenty/two-hundred in the better eye with the best correction or whose field of vision in the better eye is restricted to a degree that its widest diameter subtends an angle no greater than twenty degrees.

Dependent Child means an employee's child being younger than twenty-four (24) years old at the beginning of open enrollment. There is no age limit if an employee's child is disabled.

Health Plan means the City's adopted plan, subject to annual changes, offering medical, dental, vision, or any combination of these coverages, developed by the City and provided by a contracted vendor.

Section 2. Existing Health Plan on Employee Catastrophic Injury or Death.

For any full-time law enforcement officer, corrections officer, firefighter or other employee employed by the City ("the employee") on or after January 1, 2022 who suffers a catastrophic injury or who is killed in the official performance of their duties, the City shall begin paying the premiums of the employer's health plan for the employee, any spouse, and any dependent child enrolled in the City's health plan as of the date of the catastrophic injury or death.

Section 3. Employee, Surviving Spouse, Dependent Children Eligible to Participate in Health Plan for 10 years.

The employee, any spouse, and any dependent child shall be afforded the opportunity to enroll in the City's health plan, at the City's sole cost, for a period of up to ten (10) years following the date of the employee's catastrophic injury or death, subject to the limitations set forth in this Ordinance. The employee, any spouse, and any dependent child shall be afforded the opportunity to enroll in any supplemental coverage at their cost on the same terms and conditions as afforded to the City's employees for a period of up to ten (10) years following the date of the employee's catastrophic injury or death, subject to the limitations set forth in this Ordinance.

Section 4. Open Enrollment.

If the employee, any spouse, or any dependent child desires to enroll in the City's health plan, they must complete the City's annual open enrollment process and certify that they meet the requirements of this Ordinance.

Section 5. Termination.

If the employee becomes eligible for Medicare, the benefit shall terminate for the employee. If any spouse divorces the employee, remarries, or becomes eligible for Medicare, the benefit shall terminate for the spouse. If any dependent child no longer qualifies as a dependent child, the benefit shall terminate for the child unless the child is disabled.

Section 6. Benefits Cumulative and not Exclusive.

If the employee, any spouse, or any dependent child is eligible for Medicaid benefits, the employee, spouse, legal guardian if the dependent child is a minor or disabled, or dependent child if the dependent child is not a minor and not disabled, may elect to maintain Medicaid benefits in lieu of enrolling in the City's health plan. Nothing in this Ordinance shall be construed to limit health plan coverage or pension benefits for which the employee, any spouse, or any dependent child may otherwise be eligible.

Section 7. This ordinance shall be in full force and effect from and after its passage.

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

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-148 Work Authorization with Allgeier, Martin and Associates, Inc. for the Golf Links Lift Station Improvements Project

MEETING DATE
September 6, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-148 Ordinance; Work Authorization AMA-OC22-017; Exhibit Map

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Golf Links LS Improvements Project in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00).

BACKGROUND
Built in the early 1990s, the Golf Links Lift Station (LS) is due for upgrades to its pumps, electrical components, and the force main that serves it, as identified in the 2020 Wastewater Facilities Plan developed by AMA. Also, the wet well capacity must be increased to improve performance. The force main currently discharges into the gravity system in Cleveland Ave., from which the sewage flows to the Filmore Bridge Lift Station. However, that piping network experiences frequent backups and unreliable sewer service. Over the past several years, staff have been working to divert part of the flows that overwhelm this gravity system, by re-routing flows through the W. 32nd Street Widening project (currently under construction) and the Crane Rd Lift Station Elimination project (currently, in easement acquisition phase). The force main from the Golf Links Lift Station has potential to be re-routed, as well. After AMA reviews the various options available, City staff will select the option that's most effective for the entire system. AMA was selected as the most qualified on-call engineering firm to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2021-2022 budget of the Wastewater fund.

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

COUNCIL BILL NO. 2022-148 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00), 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 Fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-148

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker Sanitary Sewer Engineer		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Golf Links LS Improvements	

WORK AUTHORIZATION NUMBER AMA-OC-022-017
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-017 exceed the sum of One Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars ($166,500).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 07/22/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-017 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 Golf Links Lift Station Improvements)

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 pumps and possibly electrical modifications, if necessary, to increase pumping capacity at the existing Golf Links lift station located generally south of 20th Street, East of Black Cat Road and East of Twins Hills golf course in the City of Joplin.

1.1.3.2 Design of replacement and/or realignment of the discharge force main .

1.1.3.3 Bidding and Construction Phase Engineering for the modifications and improvements at the existing facilities and to the force main.

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 9 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 4 separate properties will need easements/right-of-way acquired in order to construct the project.

1.1.3.6 Evaluation of the feasibility of eliminating the existing Golf Links lift station and draining the sewage that currently is collected at said lift station to the north and west to eventually be combined with sewage flows from the existing Black Cat lift station and Cleveland Avenue lift station versus the modification and renovation of the existing Golf Links lift station.

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.

1.2.10 Provide the Owner with a Technical memorandum of the evaluation of the combination of the existing Golf Links lift station with the existing Black Cat lift station and Cleveland Avenue lift station to a location to the North and West versus modification and renovation of the existing Golf Links lift station.

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

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

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

Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation’s Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.5.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

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

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $166,500 as set forth in Work Authorization Number AMA–OC-022-017 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 and 1.1.3.2 and 1.2.1 through 1.2.9)	$51,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$28,000	
Subtotal Standard Project Engineering Services		$79,000
Additional Project Engineering Services		
Resident Project Representation Services (Part Time) (Paragraphs 1.1.3.4 and 1.4)		$60,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$10,000
Golf Links Lift Station Evaluation (Paragraphs 1.1.3.6 and 1.2.10)		$17,500
Total Estimated Maximum Fee – All Services		$166,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.62 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

CB 2022-148 GOLF LINKS LIFT STATION IMPROVEMENTS
EXHIBIT MAP



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-280 – Final Plat Review

MEETING DATE:
September 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 050-22: Final Plat - E. 32nd St. and S. Hammons Blvd. – A request to review a final plat – Woodsonia Joplin Apartments, LLC.

BACKGROUND:
This final plat approval is for E. 32nd Place First Plat Subdivision located at the Southeast Corner of E. 32nd St. and S. Hammons Blvd. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:
Patrick Joyce, Anderson Engineering, 941 W. 141 St. Terrace, Kansas City, Missouri representing Woodsonia Apartments on this preliminary and final plat. He stated he could answer any questions that the Board may have.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-280.
Planning & Zoning Commission recommends approval for Case 050-22 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes

Applicant Materials
Map

P & Z Case 050-22
Woodsonia Joplin, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-280 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri.

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 E. 32nd St. and Hammons Blvd. in the City of Joplin, Newton County, Missouri be and the same are hereby fixed and established as follows:

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 163.90 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 46 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right-of-way line of E. 32nd Street, a distance of 749.62 feet; thence South 01 degree 34 minutes 12 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 514.77 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 473.07 feet; thence North 01 degree 34 minutes 12 seconds East, a distance of 18.92 feet; thence North 63 degrees 13 minutes 15 seconds West, a distance of 103.00 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 106.34 feet; thence South 26 degrees 46 minutes 58 seconds West, a distance of 69.40 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 147.59 feet; thence South 01 degree 34 minutes 12 seconds West, a distance of 156.63 feet; thence on a curve to the right having a radius of 1205.54 feet, a central angle of 15 degrees 44 minute 07 seconds, with an initial tangent bearing of South 11 degrees 42 minutes 52 seconds East, an arc distance of 331.08 feet; thence South 88 degrees 27 minutes 31 seconds West, a distance of 375.35 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 10 degrees 36 minutes 02 seconds East, with the east right-of-way line of S. Hammons Boulevard, a distance of 92.68 feet to a point of curvature; thence continuing

with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 565.00 feet, a central angle of 06 degrees 28 minutes 35 seconds, an arc distance of 63.87 feet; thence North 04 degrees 07 minutes 26 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 430.03 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 02 degrees 29 minutes 46 seconds, an arc distance of 23.74 feet; thence North 01 degree 37 minutes 18 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 305.84 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 138.73 feet; thence North 12 degrees 57 minutes 24 seconds West, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 25.59 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 46 minutes 07 seconds, an arc distance of 45.46 feet; thence North 09 degrees 33 minutes 14 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.79 feet to the point of beginning

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, Newton 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 ____ day of _____ _____ 20___, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 050-22 Final Plat Review

NAME OF SUBDIVISION E. 32nd Place First Plat Subdivision

LOCATION: E. 32nd St. and S. Hammons Blvd.

APPLICANT: Woodsonia Joplin Apartments, LLC

PRESENT ZONING: C-3

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Vacant	Vacant	Church	Vacant

SUBDIVISION:

Number of lots
2

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Hammons Blvd.	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC

HAZARD?

No.

UTILITIES: All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others. Some have been installed with the work done to Hammons Blvd. already.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

This final plat approval is for E. 32nd Place First Plat Subdivision located at the Southeast Corner of E. 32nd St. and S. Hammons Blvd. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

Woodsonia Joplin Apartments is seeking a 2-lot commercial subdivision for apartments and future commercial development. Utilities will be required to be extended, and some already have been.

Staff recommends approval of Case 050-22

ENCLOSURES:

Applicant Material
Final Plat
Map

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.:_____
Date Filed:_____
Date of Meeting:_____
Filing Fee: $0

Case 050-22

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 1511
FAX 417-625-4738

I. Name of Subdivision: E 32nd Place First Plat Subdivision

II. Name of Owner: Woodsonia Joplin Apartments, LLC

III. Name of Subdivider: Woosoniaa Joplin Apartments, LLC

IV. Name of Person who prepared the Plat: Anderson Engineering

V. Point of Contact: Trevor Fox Phone No.: 816-777-0400

VI. Email: tfox@ae-inc.com

VII. Location of Property by Streets: E 32nd Street and S Hammons Blvd.

VIII. Present Zoning of Property: C-3

IX. Present Uses of Property: Vacant

X. No. of Acres in Total Tract: 27.07 No. of Lots: 2

XI. Date of Hearing: August 8, 2022

Instructions:
The following checklist is to be completed **by the applicant** and shall 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.

XII. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	☑	☐
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.	☑	☐

C. Location of monuments or benchmarks. 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. ☑ ☐

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. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets. ☑ ☐

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. ☑ ☐

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. ☑ ☐

I. Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

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

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XIII. Was the original on mylar, and 20 paper copies submitted? ☑ ☐

XIV. Was a .pdf copy, shapefile, and .docx of legal description submitted on thumb drive? ☑ ☐

XV. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☑ ☐

B. Dedications or reservations. ☑ ☐

C. Surveyor preparing plat. ☑ ☐

XVI. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☑ ☐

XVII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☑

B. If so, has a copy been submitted? ☐ ☑

No deed restrictions planned

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

	Construction	Bond	Petition (%)
Streets	N/A	N/A	N/A
Water	N/A	N/A	N/A
Sewer	N/A	N/A	N/A
Sidewalks	N/A	N/A	N/A
Stormwater	N/A	N/A	N/A
Other, as required			
1. N/A	N/A	N/A	N/A
2. N/A	N/A	N/A	N/A
3. N/A	N/A	N/A	N/A

XIX. Are additional comments attached? ☐ ☑

No additional comments

Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature

07/01/2022

Date

Case 050-22: Final Plat

E. 32nd St. and S. Hammons Blvd.- A request to review final plat-Woodsonia Joplin Apartments, LLC.

Patrick Joyce, Anderson Engineering, 941 W. 141 St. Terrace, Kansas City, Missouri representing Woodsonia Apartments on this preliminary and final plat. He stated he could answer any questions that the Board may have.

Mr. Eastman asked if the Board had any questions.

No questions from the Board.

Mr. Eastman asked if anyone wished to speak in favor of Case 050-22.

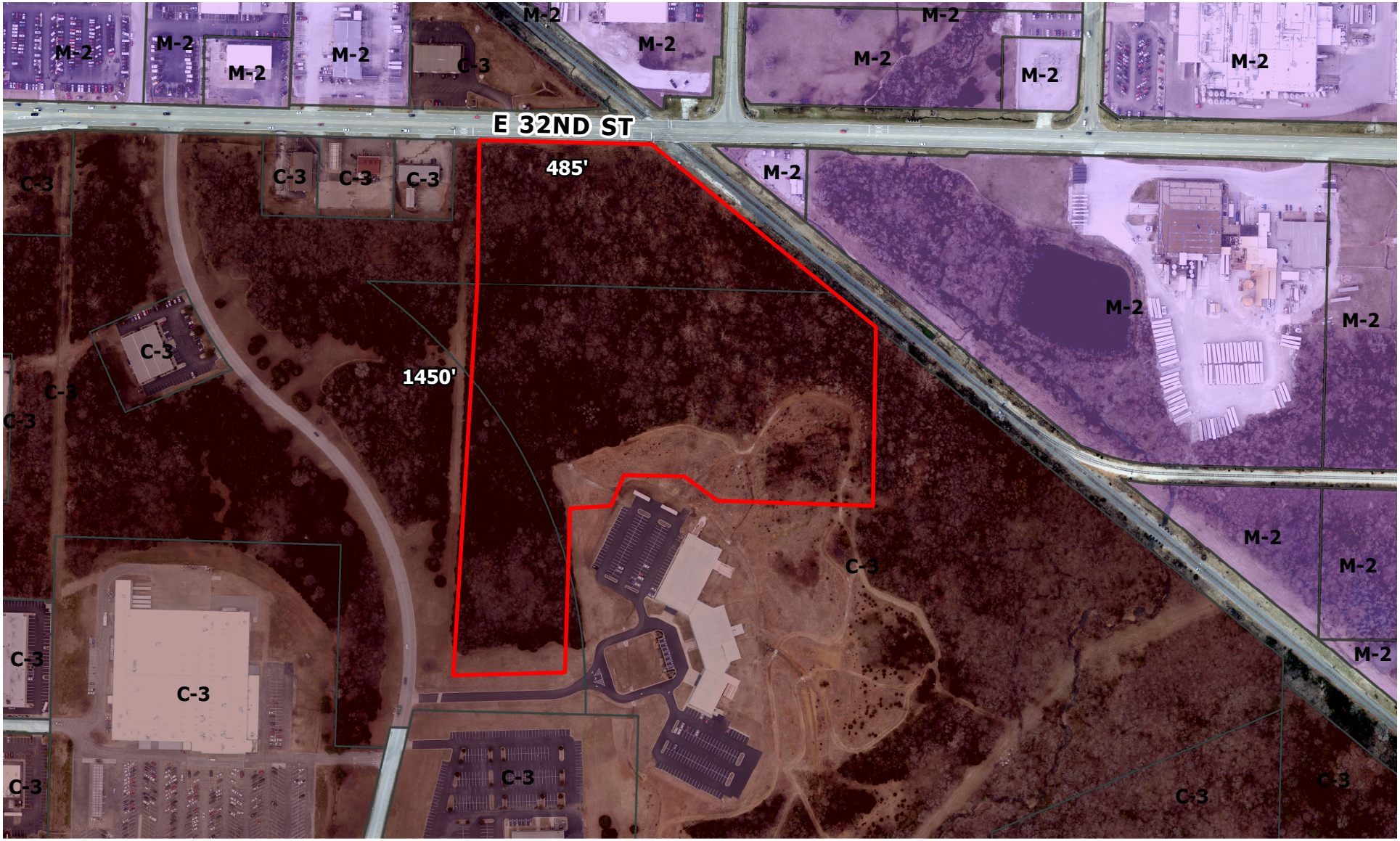
None.

Mr. Eastman asked if anyone wished to speak in opposition of Case 050-22.

None.

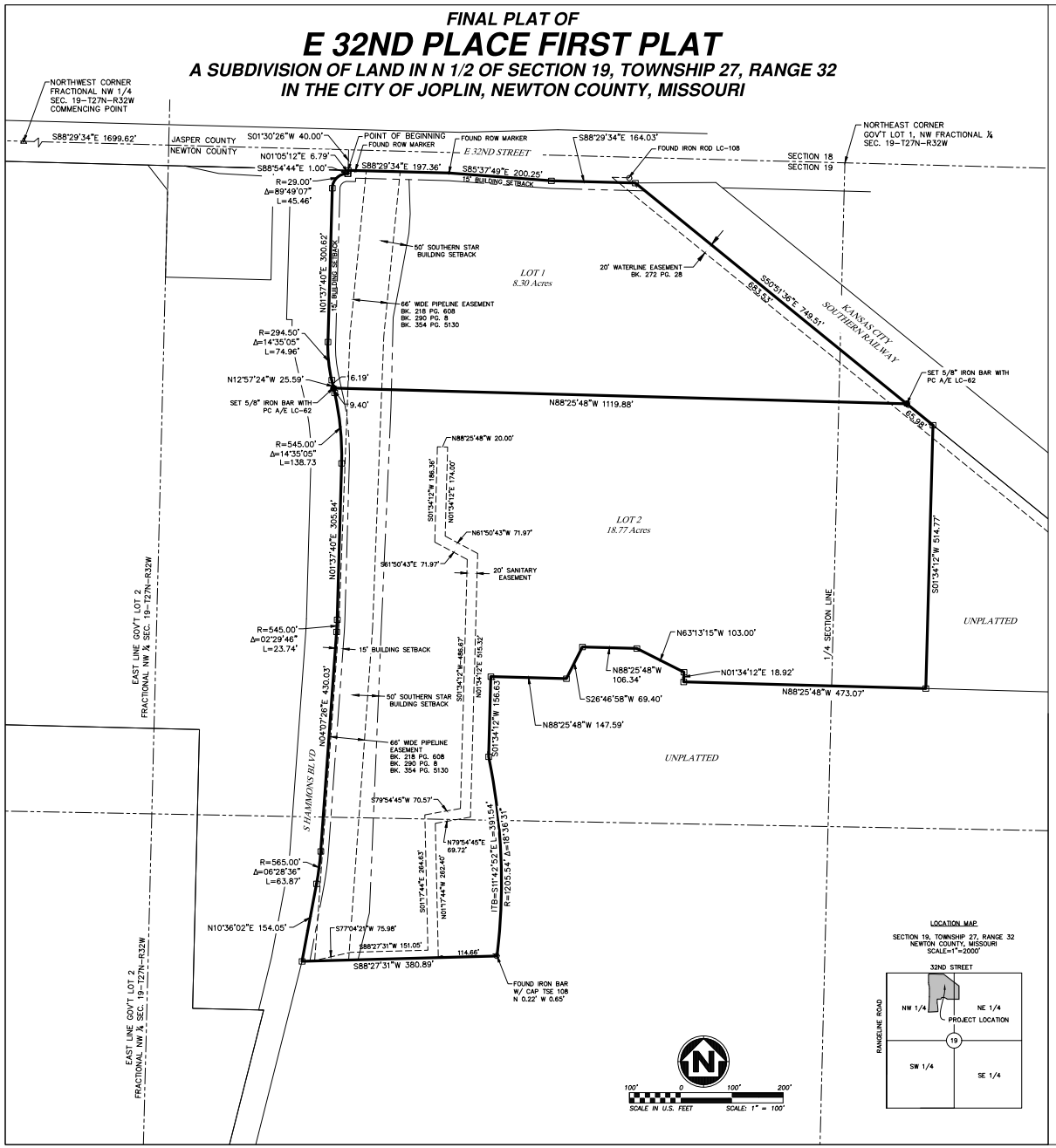
MR. KIMBLE MOVED THAT CASE 050-22 BE APPROVED. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 050-22: Final Plat - E. 32nd St. and S. Hammons Blvd.



E. 32nd St. and S. Hammons Blvd. – A request to review a final plat – Woodsonia Joplin Apartments, LLC.

FINAL PLAT OF
E 32ND PLACE FIRST PLAT
A SUBDIVISION OF LAND IN N 1/2 OF SECTION 19, TOWNSHIP 27, RANGE 32
IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



LOCATION MAP

SECTION 19, TOWNSHIP 27, RANGE 32
NEWTON COUNTY, MISSOURI
SCALE:1"=2000'

PLAT DESCRIPTION

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19; thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1699.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right-of-way line of E. 32nd Street, a distance of 749.51 feet; thence South 01 degree 34 minutes 12 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 514.77 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 473.07 feet; thence North 01 degree 34 minutes 12 seconds East, a distance of 18.92 feet; thence North 63 degrees 13 minutes 15 seconds West, a distance of 103.00 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 106.34 feet; thence South 26 degrees 46 minutes 58 seconds West, a distance of 69.40 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 147.59 feet; thence South 01 degree 34 minutes 12 seconds West, a distance of 156.63 feet; thence on a curve to the right having a radius of 1205.54 feet, a central angle of 18 degrees 36 minute 31 seconds, with an initial tangent bearing of South 02 degrees 24 minutes 36 seconds East, an arc distance of 391.54 feet; thence South 88 degrees 27 minutes 31 seconds West, a distance of 380.89 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 10 degrees 36 minutes 02 seconds East, with the east right-of-way line of S. Hammons Boulevard, a distance of 154.05 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 565.00 feet, a central angle of 06 degrees 28 minutes 35 seconds, an arc distance of 63.87 feet; thence North 04 degrees 07 minutes 26 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 430.03 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 02 degrees 29 minutes 46 seconds, an arc distance of 23.74 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 305.84 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 138.73 feet; thence North 12 degrees 57 minutes 24 seconds West, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 25.59 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning.

DEDICATION

The undersigned owner(s) of the property described herein has/have caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as E 32ND Place First Plat.

EASEMENTS

An easement or license is hereby granted to the city of Joplin, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as utility easements (u/e), or within any street or thoroughfare dedicated to public use on this plat.

STREETS

Roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

MASTER DRAINAGE PLAN

Individual lot owners shall not change or obstruct the flow path on lots, as shown on the master drainage plan, unless specific application is made and approved by The City Engineer.

BUILDING LINES

Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right of way line.

FLOOD ZONE DESIGNATION

This area is shown as Flood Zone "X", area of minimal flood hazard, per FEMA National Flood Insurance Program Map Number 29097C0286E, effective date November 02, 2012.

In testimony whereof, the undersigned owners have hereunto set their hands this ____ day of _____, 2022.

Woodsonia Joplin Apartment, LLC

State of :)
County of :)

On this ____ day of _____, 2022, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in said county and state the date and year last written above.

Notary Public _____ My commission expires: _____.

This is to certify that the within plat of E 32nd Place First Plat, was submitted to and duly approved by the Mayor and City Council of the City of Joplin, Missouri, this _____ day of _____, 2022, by Ordinance No. _____.

Ryan Stanley – Mayor _____ Date

Holly Nagy – City Clerk _____ Date

Paul Zerkel, P.E. – City Engineer _____ Date

Troy Bolander – Director of Planning and Development _____ Date

Cheryle Perkins – Newton County Assessor _____ Date

LEGEND

○ = FOUND SURVEY MONUMENT AS NOTED

□ = FOUND 5/8 IRON BAR WITH PC A/E LC-62 FROM PREV. SURVEY

● = SET 5/8" IRON BAR WITH 1" PLASTIC CAP STAMPED A/E INC LC-62

DEVELOPER:
WOODSONIA JOPLIN APARTMENTS, LLC
600 NE COLBERN ROAD
LEE'S SUMMIT, MO, 64086

SURVEYOR'S REPORT

1. The basis of bearing for this survey is the Missouri Coordinate System of 1983, West Zone (NSRS 2011)

2. Any missing exterior plat boundary corners will be monumented with 5/8" rebar permanent monuments and caps (LC-62). All interior lot corners will be monumented with a 1/2" rebar monument and plastic cap (LC-62)

3. All lots, parcels and properties in this subdivision shall be subject to the Declaration of Restrictions for Corrected Plat of E 32nd Place First Plat as filed in the office of the recorder of deeds in Newton County, Missouri.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of "E 32ND PLACE FIRST PLAT" is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors and the Missouri Department of Agriculture. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS ♦ SURVEYORS ♦ LABORATORIES ♦ DRILLING
941 W 141ST TERR, STE A ♦ KANSAS CITY, MO 64145 ♦ PHONE (816) 777-0400
A LICENSED KANSAS ENGINEERING & SURVEYING CORPORATION - E-1370, LS-17
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	AS
CHECK BY:	SD
LICENSE NO.	LC-62
DATE:	April 27, 2022
ISSUED FOR:	
JOB NUMBER:	21KC10040
NE COA NO.	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2022

WOODSONIA JOPLIN APARTMENTS, LLC

FINAL PLAT OF
E 32ND PLACE FIRST PLAT
A SUBDIVISION OF LAND IN N 1/2 OF S 19, T27, RANGE 32
IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI

STATE OF MISSOURI
NUMBER PLS-2010000
SURVEYOR
05/06/2022

SHEET NUMBER

1 OF 1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-608 – Approving a contract with PGAV Destinations to complete a Museum Strategic Plan Study.

MEETING DATE
August 15, 2022

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2022-608 Ordinance; Exhibit "A" PGAV Destinations Contract; Exhibit "B" PGAV Destinations Scope of Work; City of Joplin RFP; Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with PGAV Destinations to complete a Museum Strategic Plan Study.

BACKGROUND
In July 2020, during a City Council meeting, a motion was made and approved to have a committee formed to discuss options of having the museum become a division under the Parks and Recreation Department. With this direction from City Council, a twelve-member committee consisting of Council members, Museum staff, Historical Society members, and City staff was formed. Below are the individuals who made up the twelve-member committee.

Diane Reid Adams, City Council
Doug Lawson, City Council
Bob Harrington, Museum Governing Board Chair
Nancy Messick, Museum Governing Board Member
Brad Belk, Director Emeritus of Museum, Historical Society Board Member, City Historian
Dan Pekarek, Assistant City Manager
Peter Edwards, City Attorney
Paul Bloomberg, Parks and Recreation Director
Leslie Haase, City Finance Director
Patrick Tuttle, CVB Director
Kerstin Landwer, CVB Assistant Director

After several meetings, discussing the benefits and challenges of the museum being incorporated into the City of Joplin, City Council member Doug Lawson, made the motion to recommend the museum to merge under the Parks and Recreation Department. This was seconded by Bob Harrington and all other committee members approved.

Within the recommendation, one of the key items that needed to occur was to hire a firm to conduct a Strategic Plan. This was something the entire committee felt needed to be done to point the museum in the right direction and give the Parks and Recreation Department the necessary information to help make the museum successful.

Summary of Bid Process:

The following two bids were received in response to the Joplin Historical & Museum Strategic Plan Study RFP:

- PGAV Destinations
- Pacific Coast Conservation

A City staff team was assembled to assess the bids as set forth in the RFP. The team was Paul Bloomberg, Chris Wiseman, Patrick Tuttle, Lynden Lawson, Holly Nagy, and Dakota Rusk. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the two firms were then interviewed.

Finalist Process Summary:

Finalist interviews for the Joplin Historical & Museum Strategic Plan were held on Thursday, May 12th and Friday, May 13th. The City staff team that participated in the finalist interviews were Paul Bloomberg, Chris Wiseman, Patrick Tuttle, Lynden Lawson, Holly Nagy, and Dakota Rusk. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. PGAV Destinations had the highest final score for the Joplin Historical & Museum Strategic Plan Study and has submitted the best overall bid. The contract price is $150,000.

FUNDING SOURCE
This item is included in the City Council budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-08

JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY

RFP Due Date: 10:00 A.M., April 20, 2022

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Chris Wiseman, Museum Curator
Email: cwiseman@joplinmo.org

Phone: 417-623-1180

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

March 16, 2022
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City of Joplin is interested in obtaining the services of a consulting firm to engage in a strategic planning process to outline the future vision, objectives, and goals for long-term sustainability of the Joplin Historical & Mineral Museum. Proposals should include a strong emphasis on creative, strategic approaches and a strong public participation component. The Joplin Historical & Mineral Museum is looking to define the strategic steps needed to position itself as a vibrant and essential presence in the City of Joplin, and the surrounding communities going forward into the future. A deliverable for this project will include a visual representation of the plan and strategic steps in a simple, visual format.

All proposals should clearly define how the contractor will work with the Museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.2 Background

The Joplin History & Mineral Museum has been an educational cornerstone since its establishment in 1931. The museum is a vital learning center that provides educational programming for all levels of science and history students, as well as visitors of all ages.

Opening to the public in 1931, the Joplin Historical & Mineral Museum is among the oldest museums in the state of Missouri. Originally housed in an abandoned concession stand in Joplin's Electric (now Schifferdecker) Park, the Joplin Museum has been a landmark institution for over 90 years. The original building lacked access to its second floor, other than an exterior ladder. Named the Tri-State Mineral Museum, it hosted an impressive collection of area minerals from the thriving mining industry. This array of unique minerals remains a core part of the museum's collections, drawing visitors and scholars of geology from across the globe.
In 1970, the Mineral Museum received its first major upgrade. New custom-built cases, hand lettered labels, heating and air-conditioning, lighting, second floor access, a new brick façade, and new interior wall gave a much-needed facelift to the structure and set the basic footprint of the Mineral Museum that it still occupies today.

In January of 1976, the 5,000 square foot addition of the Dorothea B. Hoover History Museum opened to the public. Focusing on the history of Joplin and the surrounding area, this addition was operated by a separate entity, the Joplin Historical Society. Even though sharing the same building, the Hoover Museum, and the Mineral Museum were entirely separate entities, with independent hours and volunteer staff.

The Joplin Historical Society, with the assistance of the City of Joplin, financed the addition to the Hoover Museum. A large multi-purpose room, basement storage, meeting room, and hallway gallery were added to the history museum in 1989, giving the museum its current footprint. Each entity remained separate with the meeting room being under control of the Mineral Museum. It was shortly after this addition that the Historical Society hired a professional to act as curator to manage the History Museum and its collection.

In 1997, the Dorothea B. Hoover History Museum and the Tri-State Mineral Museum merged into one organization, the Joplin Historical and Mineral Museum Incorporated. Both original groups were made into advisory boards for the newly created Governing Board. It was at this time that museum acquired a full-time staff of professionals to operate and care for both the history and mineral museums, and their collections. Funding was provided by the Joplin City Council, but the museum and its staff were not part of the City of Joplin. It was during this era that the museum acquired other, smaller museums, into the collections and exhibits.

Additions under the umbrella of the Joplin Historical & Mineral Museum Inc. include the Empire District Retired Employees Museum, the Joplin High School- Rose Bowl Parade exhibit, the Joplin Sports Hall of Fame, and the National Cookie Cutter Collectors Club Museum. The museum also added the Hempen mineral collection, the Boss historical americana collection, The American LaFrance fire engine, and the McBurney doll collection.

The most recent change to the museum was in 2019. The Joplin Historical & Mineral Museum merged with the City of Joplin and was placed within the Parks and Recreation Department. With the operational security of the museum secure, the institution can begin to address the needs of the collections and look toward the future for ways to improve our presence in the community, region, and the museum field.

Today, the museum serves the region through its exhibits and programming. The museum draws upon a large and varied collection, which includes one of the finest collections of Tri-State minerals found in the world. These collections are used to explore a wide range of topics and inclusive local stories. The Joplin Museum is the area's premier non-traditional educational facility for both earth science and history. Our exhibits and programs focus on connecting visitors of all ages with our area's rich history, unique mineralogy, and our place in the regional, national, and world scene.

1.3 Study Requirements

The study will evaluate and answer the following items:

<u>Community</u>

- What does the Museum have to do to "delight and engage" community members?
- How do our primary and secondary stakeholders define success for the Museum? How will they measure it? What are their expectations?
- Is the Museum seen as an asset to the community and its quality of life? If not, why not?
- What are the obstacles the Museum faces within the community?

<u>Audience Building</u>

- Who are the Museum's present customers? How are they similar/dissimilar?
- Based on population and market trends, who/what groups should we be targeting?
- How many people should the Museum expect to serve now and into the future?
- Do our admission policies affect our ability to attract visitors?
- What are strategies for attracting, increasing, and sustaining visitation?
- What are the opportunities to expand collaborative partnerships as a strategy for growing audience and community support?
- Who/what does the Museum/its program compete with?
- What do the Museum's visitors think the Museum does best?

Mission

- Does the Museum's mission and/or vision need to change in order to better serve the community?
- Should the mission encompass science and history? What are the costs to encompass both? What are the opportunities? As a follow-up, how is the Museum currently doing in addressing both topics?

Collections, Exhibits, Programs, & Facilities

- How can the Museum leverage the content it creates (exhibits & programs) ...
    - To increase participation by target groups.
    - To reimagine and repackage itself to reach a broader audience, build its reputation and maximize the visitor experience?
- How can the Museum leverage its collection to increase community participation?
- Does our current location impact our ability to reach our potential? If yes, what are the solutions?
- How should the current facilities be utilized to maximize service to the community? What are the Museum's future space needs?

Staffing

- What do we have to be good at, to be successful?
- Is the Museum and its staff capable of reaching its vision? If not, why not? What do we need or need to do differently?
- What is the capacity of the current staff and resources and how would staffing and resources change to accommodate a recommended strategic plan?

The contractor shall, at minimum, accomplish the following in performance of this contract. Working with museum and other city staff, the contractor will:

1. Design and establish a comprehensive strategic planning process.
2. Develop a 10-year strategic plan, including short (3 year), intermediate (5 year) and long-term strategies and objectives.
3. Provide projected revenues and expenditures based on different levels of service.
4. Provide acceptable recommendations and implementation strategies for this plan, including a visual representation of the plan and strategic steps in a simple, visual format (balanced scorecard-based strategy map).

All proposals should clearly define how the contractor will work with the museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the March 16, 2022, RFP issue date are subject to change:

Activity	Date
RFP issued	March 16, 2022
RFP Due Date	April 20, 2022
Finalist Interviews (if required)	May 12 & 13, 2022
Vendor Selection	May 13, 2022
Complete Contract	May 25, 2022
Present Contract to Council for Approval	June 6, 2022
Consultant Commence Work	June 7, 2022
Final Report Complete	October 25, 2022

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than Marcy 30, 2022 via e-mail to cwiseman@joplinmo.org, or in writing, to Chris Wiseman (Attn: Joplin Historical & Mineral Museum Strategic Plan Study RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City’s selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by May 25, 2022. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. April 20, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
CHRIS WISEMAN
MUSEUM CURATOR
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-08: "JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY

Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-08 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent

Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to

the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim

of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin
Museum Strategic Plan Study
FINALIST INTERVIEW OVERALL AVERAGE SCORE
May 12-13, 2022

VENDOR	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6	Total Score	Overall Avg Score
PGAV Destinations	47	46	47	50	44	45	279	46.50
PCC	29	29	38	39	23	15	173	28.83

Notes from Committee Members for PGAV Destinations Interview

Methodology:

1. Like their three-step process: Look at market and its potential; Initial product development; Implementation of plan
2. Conduct bi-weekly calls
3. Assign team based on project (handpicked)
4. Public outreach, stakeholder meetings, forums, etc.
5. Thorough visitor-based engagement
6. Develop plan to move forward
7. Oriented towards destination development and content development
8. Want to encourage repeat visitation
9. Aware of current trends
10. Develop revenue stream

Experience:

1. 55+ years
2. Have worked in 35 states, from small to large clients
3. Destination focused
4. Diverse experience beyond just museums, think outside the box
5. Experience master plan for “The Alamo” and designed and led master plan for “Mark Twain Boyhood Home”
6. Nation wide work and global as well

Staff:

1. Large staff of 120+ employees
2. They have architects, landscapers, exhibitors, etc. within their company
3. Will have 5 members as part of their team
4. Works through implementation to opening
5. Missouri based so not far to travel

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

PGAV Destinations
200 N. Broadway, Suite 1000
St. Louis, MO 63102
314-231-7318

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-08 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated April 20, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit A.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit A.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. The City agrees to pay the Consultant an amount not to exceed $150,000.00 for the Museum Strategic Plan Study as set forth in Exhibit A.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner

Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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. General Commercial Liability: The Consultant 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 there under (the Consultant 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 Consultant.

Professional Liability: The Consultant shall 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 of any subcontract thereunder (the Consultant hereby assumes 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
PGAV Destinations

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PGAV DESTINATIONS
Global Leaders in Planning and Design

August 8, 2022

Via Electronic Mail

Paul Bloomberg
Director
Joplin Parks and Recreation
P: 417-625-4750

Re: Joplin Historical & Mineral Museum Strategic Plan Study

Dear Paul,

PGAV Destinations is very pleased to provide the attached proposal for the Joplin Historical & Mineral Museum Strategic Plan Study.

We greatly appreciate this opportunity to work with you and your team in the development of the strategic planning of your project.

This project draws from all our strengths in the development of destination experiences that reach broad audiences. We have organized a team of planners and designers, all of whom have expertise on projects such as yours.

We have revised our scope of work, deliverables, fee, and schedule to meet your needs. We have assumed a kickoff meeting the week of September 12, 2022.

Paul, we look forward to working on this exciting project.

Sincerely,

Diane Lochner
Vice President

Peckham Guyton Albers & Viets, Inc. 200 North Broadway, Suite 1000 St. Louis, Missouri 63102 PGAV.com 314-231-7318

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

The Strategic Planning Process will provide a vision for the next decade of the Joplin Museum Complex strategic planning process to outline the future vision, objectives, and goals for long-term sustainability of the Joplin Historical & Mineral Museum.

The scope of work and process outline below is intended to provide a strategic and creative framework for growth. The process unfolds in three steps, with each step building on the foundation of the previous one. A key to understanding the potential success of the Museum is developing a stakeholder engagement strategy.
Stakeholder Engagement Strategy

- Primary:
  - City Council
  - Museum Board
  - City Staff
- Secondary:
  - Joplin Historical Society
  - Local school representatives
  - Visitor Engagement (this includes engaging and analyzing current visitors, lapsed visitors, and non-visitors)
- Step One Visitor Engagement includes:
  - Gathering Information on Current Guests
  - Conducting Geofencing Guest Analysis
  - Assessing the Audience
  - Brand Perception Research

STEP ONE | DESTINATION STRATEGIC ASSESSMENT

- Engage in an initial review of information provided by the Joplin Museum Complex including current plans, attendance information, visitor studies, financial information
- Conduct a Workshop with the Joplin Museum Complex Leadership (Workshop #1) to review objectives of the planning process
  - Discuss and clarify goals including increased attendance, awareness, and revenues
  - Discuss an overview of strategies for growth
  - Conduct an initial branding discussion
  - Review any previously developed ideas
- Conduct Stakeholder Input Sessions during a day long workshop to gather input from the primary stakeholder groups as well as the Joplin Historical Society and local school representatives.
- Assess the Existing Facilities and Collections during a site visit and tour of the Joplin Museum Complex. PGAV will use existing drawings and related documents to observe

conditions, study visitor flow, understand the relationship of the site to surrounding sites, and assess potential.

- Review Potential Stories of History, Nature, Science, and Culture to determine potential storylines and themes for development. PGAV will immerse our team in the unique stories of the region. Stories will provide the foundation for the guest experience, training, and the economic potential of the project, so it is essential to the process to develop a clear understanding of the story potential.
- Analyze Information on Current Visitors from any surveys and data as well as from additional secondary source reports or research provided by the Joplin Museum Complex.
- Conduct a Geofencing Site Analysis to understand where visitors are coming from and how they distribute on the site.
- Assess Audiences by reviewing existing market data to develop an understanding of audience segments, demographic and psychographic information, and visitation trends.
- Assess Market by reviewing existing market data to develop an opinion of potential market capture.
- Assess Competitive Landscape This assessment will help differentiate the Joplin Museum Complex from others and produce realistic expectations of market potential.
- Review Progress and Conduct Branding Workshop (Workshop #2) to assess brand and develop brand themes to respond to the research unlocking the emotional power of the Joplin Museum Complex.
- Create List of Strategies building on the discussions, analysis, and new and existing research PGAV will develop a list of strategies for the Joplin Museum Complex consideration to improve visitation.

STEP TWO | INITIAL PRODUCT DEVELOPMENT

- Advance and Organize Potential Stories and Themes in preparation for the Product Development Workshop with the Joplin Museum Complex Leadership.
- Conduct a Product Development and Planning Workshop (Workshop #3) in a multi-day session with the Joplin Museum Complex Leadership to understand storytelling opportunities, operational needs, potential products such as new buildings, new visitor experiences, new gate, retail, food and beverage, and parking improvements.
- Develop Concepts as new products to fulfill the strategies identified in previous steps. The process will consider the site, special event facilities, exhibits, retail, food service, shows, demonstrations, or any other guest experiences.
- Prepare Preliminary Rough Order of Magnitude Cost Estimates of New Products and Strategies

STEP THREE | IMPLEMENTATION PLAN

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

- Conduct a Prioritization Workshop (Workshop #4) with the Joplin Museum Complex Leadership to evaluate the information developed and discuss the priorities for phasing and implementation of the improvements.
- Develop Implementation of the Strategic Plan that will visually convey the interrelationship of products that comprise the strategic plan.
- Executive Summary Report Draft Presentation (Workshop #5) will be prepared and submitted for review and comment. Following review, a revised final report incorporating responses to questions and comments will be issued. The report will be suitable for distribution to stakeholders.

DELIVERABLES

- Phase One
  - Initial Site & Building Assessment of Potential
  - Market Assessment and Research
  - Competitive Landscape Assessment
  - Results of the Branding Workshop
  - List of Strategies
  - Stakeholder Input Session Summaries
  - Meetings
    - Workshop #1: two (2) days to meet with project team and stakeholders
  - Calls
    - Core Working Group
      - Biweekly touchpoint calls: one (1) hour each
- Phase Two
  - Guest Experience Concepts
    - 8-10 initial sketches and 2-3 refined sketches
  - Preliminary Cost Estimates
  - Meetings
    - Workshop #2: one (1) day to meet with project team
    - Workshop #3: one (1) day to meet with project team
  - Calls
    - Core Working Group
      - Biweekly touchpoint calls: one (1) hour each
- Phase Three
  - Phased Implementation Plan
  - Refined Cost Estimates
  - Executive Summary Report
  - Meetings

        - Workshop #4: Virtual Meeting approximately four (4) hours
    - Calls
        - Core Working Group
            - Biweekly touchpoint calls: one (1) hour each

ADDITIONAL SERVICES (not authorized at this time)

PGAV can provide a range of additional services and support. The Joplin Team can choose to authorize these services at a later date based on an agreed-upon scope of work.

Additional Stakeholder Meetings and Sessions
PGAV can provide additional interviews and information gathering sessions identified by the Joplin Team. Currently PGAV is using the initial Workshop and site visit to provide a dedicated day to schedule sessions with the Primary and Secondary stakeholder groups. If the Joplin team feels more are necessary, PGAV can develop a schedule and associated fees for the additional sessions.

Public Comment/User Feedback & Product Testing
PGAV can conduct concept testing to gather feedback on preliminary design experiences. Concept testing can target internal (staff) and external stakeholder groups. Concept testing can take place remotely in 30-45-minute video/screen-sharing sessions per each stakeholder group. Additionally, we can field an online survey with a determined number of respondents (local and/or tourists) to gather feedback on the concepts more broadly.

Additional Fundraising Materials and Presentations
PGAV can develop additional visual materials for specific fundraising presentations and meetings and can be available to present the findings of the report to key stakeholders.

ATTACHMENT A
JOPLIN MUSEUM COMPLEX

SCHEDULE

			9/11/2022	9/18/2022	9/25/2022	10/2/2022	10/9/2022	10/16/2022	10/23/2022	10/30/2022	11/6/2022	11/13/2022	11/20/2022	11/27/2022	12/4/2022	12/11/2022	12/18/2022	12/25/2022	1/1/2023	1/8/2023	1/15/2023	1/22/2023	1/29/2023	2/5/2023
Weeks			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Step One																								
Engage in an initial review of information																								
Conduct a Workshop with the Joplin Museum Complex Leadership (Workshop #1)																								
Conduct Stakeholder Input Sessions																								
Assess the Existing Facilities and Collections																								
Review Potential Stories of History, Nature, and Culture																								
Interim Touchpoint Call																								
Gather Information on Current Visitors																								
Conduct a Geofencing Site Analysis																								
Assess Audiences																								
Assess Market																								
Assess Competitive Landscape																								
Review Progress and Conduct Branding Workshop (Workshop #2)																								
Create List of Strategies																								
Step Two																								
Advance and Organize Potential Stories and Themes from Stakeholder and Community Input																								
Conduct a Product Development and Planning Workshop (Workshop #3)																								
Develop Concepts and Narratives																								
Interim Touchpoint Call																								
Prepare Preliminary Rough Order of Magnitude Cost Estimates of New Products																								
Step Three																								
Conduct a Prioritization Workshop (Workshop #4)																								
Develop Implementation of the Strategic Plan																								
Interim Touchpoint Call																								
Executive Summary Report Draft Presentation (Workshop #5)																								

PROFESSIONAL SERVICES FEES AND REIMBURSABLE EXPENSES

PGAV proposes the professional services described in this Scope of Services on a fixed fee basis. In addition, we have included an estimate for reimbursable expenses, also shown below.

STEP ONE	$ 30,000
STEP TWO	$ 74,400
STEP THREE	$ 40,200
TOTAL	$144,600

REIMBURSABLE EXPENSES

Reimbursable expenses, such as those associated with travel, printing, photography, and shipping are in addition to the above professional fees and will be invoiced monthly. Reimbursable expenses will be invoiced at cost, without mark-up. We estimate reimbursable expenses of $5,400.

Professional service fees will be invoiced monthly, based on the percentage of completion for each phase. PGAV will submit invoices on a monthly basis. Invoices are due and payable upon receipt. Amounts outstanding more than 30 days will bear interest at 1% per month.

COUNCIL BILL NO. 2022-608 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and PGAV Destinations to complete a study for a Museum Strategic Plan, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Parks Dept

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
John Deer brush hog	7ft. 3 point mount brush cutter	1	parks	2226	[illegible]	
Kubota back Hoe	3 point mount back hoe attachment	1	parks	1738		
Frountier Finish Mower	3 point mount 6ft finish mower	1	parks	2185		
Bad Boy zero turn	Diesel 72in cut zero turn mower	2	parks	2427-2428		
Bell-tec auger	3 point mount auger	1	parks			
Post Driver	3 point mount post driver	1	parks			
Bil Jack Lift	Pull behind personal lift, battery operated	1	parks	82		
Pool Lockers	Coin operated lockers	6	parks			
Zero-turn mower	Johne Deere 997r Diesel	1	Cemetery	2503	1tcz997ragco31198	0037-0001024
Weed-eater	Echo Srm 26-20	1	Cemetery		T9421561223	
Weed-eater	Echo Srm 26-20	1	Cemetery		T94215006537	
Weed-eater	echo srm225i	1	Cemetery		u0igi4015456	
Polesaw	Stihl Ht101	1	Cemetery		271144410	
Generator	Tailgator	1	Cemetery		1e45apl17025403	
Zero -turn mower	2010 Gravely	1	parks	2208	114	
1998 Broce Broom Sweeper	Broom Sweeper	1	parks	1559	98102BB250	
Z-Mower	Scags Z-Mower	1	parks	2513	STT61V-25KBD	

IT Department

Equipment Typ	Make	Model	Serial	City #	Value	From Departmen	Date Out Of Service	Location	Notes
Desktop	Dell	Precision T1700	4ZMCJ02	9033-0000818		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HK6S22	9033-0001274		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HM3S22	9033-0001285		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HL4S22	9033-0001276		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HL2S22	9033-0001288		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HM4S22	9033-0001291		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HKXR22	9033-0001268		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HLXR22	9033-0001308		IT		4th	NO OS - Wiped
Server	IBM	x3650	KQMWAW6	0033-0000726		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3020	6HJ7S22	9033-0001282		IT		4th	NO OS - Wiped
Desktop	Dell	Optiplex 3010	9WC9DZ1	9033-0000761		IT		4th	NO OS - Wiped
Monitor	Dell	17 inch				IT		4th	
Monitor	Dell	17 inch				IT			
Monitor	Viewsonic	21 inch?				IT		4th	
Monitor	Dell	24 inch				IT		4th	Does not turn on
Monitor	Dell	20 inch				IT		4th	
Desktop	Dell	Optiplex GX270	6TKFP31	9033-0000348		IT		4th	No HD - PS going bad
Printer	Xerox	6510		N/A		IT		4th	Needs new Imaging Unit
Desktop	Dell	Optiplex 3020	6HLWR22	9033-0001306		IT		4th	NO OS - Wiped
Nortel Cabinet	Nortel	N/A	N/A			IT		CEB	
Phones x2	Nortel	M3903				IT		4th	
Desktop	Dell	Optiplex 3010	9WQ9DZ1	9033-0000789		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 3010	3H8WNW1	9033-0000718		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 3010	3H8WNW1	9033-0000715		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 3010	3H7WNW1	9033-0000719		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 3010	3H8VNW1	9033-0000717		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 5050	CXGKXK2	0033-0000927		IT		PSTF	NO OS - Wiped
Desktop	Dell	Optiplex 5050	28ZK7M2	N/A		IT		PSTF	NO OS - Wiped
Laptop	Dell	n/a	9DDG4M1	N/A		IT		PSTF	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045X	N/A		IT		JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045V	N/A		IT		JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045T	N/A		IT		JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC802045W	N/A		IT		JPD	NO OS - Wiped
Desktop	Compaq	DC7700	CAC803069T	N/A		IT		JPD	NO OS - Wiped
Desktop	Dell	Optiplex 5050	1CT4XK2	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 5040	9YVHJB2	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 7020	861JB42	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 7020	861MB42	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 7020	861KB42	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 7020	861CB42	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 7020	861LB42	N/A		IT		DSP	NO OS - Wiped
Desktop	Dell	Optiplex 380	GWXMML1	9033-0000666		IT		DTF	NO OS - Wiped
Printer	Xerox	Phaser 6510				IT		4th	Bad Imaging Unit??
Overhead Proje	Elmo	Visual Presenter	N/A	N/A		IT		JPD	
Printer	Lexmark	MS710dn	N/A	N/A		IT		JPD	
Printer	HP	LaserJet P3015	N/A	N/A		IT		JPD	
Printer	HP	LaserJet P2055	N/A	N/A		IT		JPD	
Switch	HP	Procurve	J4900B	N/A		IT		DSP	
Laptop	Dell	Latitude E5540	220BK32	9033-0001312		IT		JPD	Bad Battery and Keyboard

Desktop	Dell	Optiplex 3020	94DYFB2	9033-0001333	IT	JPD	
Laptop	Dell	Latitude E5530	CJ239W1	9033-0000713	IT	JPD	
Desktop	Dell	Optiplex 3070	GT7NSZ2	9033-0000	IT	JPD	
Desktop	Dell	Optiplex 3040	1DF2KB2	9033-0001334	IT	JPD	
Laptop	Dell	Latitude E5540	GY0BK32	9033-0001311	IT	JPD	
Laptop	Dell	Latitude E5540	46Z9K32	9033-0001315	IT	JPD	No HDD
Laptop	Dell	Latitude E5550	G4S1Q72	9033-0001332	IT	Parks	
Laptop	Dell	Latitude E5550	209CHC2	9033-0001335	IT	PWC	
Desktop	Dell	Precision 3620	DL09FB2	0033-0000919	IT	JPD	
Desktop	Dell	Precision T1700	JG1N482	0033-0000912	IT	JPD	
Desktop	Dell	Optiplex 3010	9WC8DZ1	9033-0000781	IT	JPD	
Desktop	Dell	Optiplex 380	GWXHML1	9033-0000667	IT	JPD	
Desktop	Dell	Optiplex 3010	9WP7DZ1	9033-0000798	IT	JPD	
Desktop	Dell	Optiplex 3010	19VXPW1	9033-0000734	IT	JPD	
Laptop	Dell	Latitude E5580	9WK91N2	9033-0001470	IT	JPD	
Laptop	Panasonic	CF-C2	4LTYA76840	0033-0000913	IT	JPD	With Docking Station
Laptop	Dell	Inspiron 15	9VS5Y32	9033-0001410	IT	Health	
Laptop	Dell	Inspiron 15	9CX5Y32	9033-0001408	IT	Health	
Laptop	Dell	Latitude E3500	H3T9GW2	9033-0001155	IT	Health	
Laptop	Dell	Latitude E5580	7JHB1N2	9033-0001471	IT	Health	
Laptop	Dell	Latitude E5580	8VR91N2	9033-0001430	IT	Health	
Laptop	Dell	Latitude E5430	3RC9TZ1	9033-0000842	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	9PDV0F2	9033-0001397	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15	BJT02F2	9033-0001429	IT	4th	NO OS - Wiped
Laptop	Dell	Latitude E5420	BXS6LQ1	9033-0000706	IT	4th	NO OS - Wiped
Laptop	Dell	Latitude E5540	2LZ9K32	9033-0001318	IT	4th	NO OS - Wiped
Printer	HP	LaserJet M203dw	VNB3B28594	NA	IT	4th	
Monitor	NEC	LCD193WXM	75107010GA	NA	IT	4th	
Monitor	Dell				IT	4th	
Monitor	Dell				IT	4th	
Monitor	Dell				IT	4th	
Monitor	Dell				IT	4th	
Monitor	Dell				IT	4th	
Monitor	ViewSonic	VG900b	A1Q032131978	9033-0000338	IT	4th	
Monitor	ViewSonic	VG900b	A1Q033900092	9033-0000337	IT	4th	
Desktop	Dell	Optiplex 3020	6HMWR22	9033-0001269	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 5040	4R04CH2	9033-0001354	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 3010	9W79DZ1	9033-0000809	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 3010	9VV7DZ1	9033-0000759	IT	4th	NO OS - Wiped
Printer	Xerox	Phaser 4500		0033-0000531	IT	4th	
Desktop	Dell	Precision T1700	4ZM9J02	9033-0000817	IT	4th	NO OS - Wiped
Tablet	Samsung	SPHT387PTAB	3.57635E+13	NA	IT	4th	Factory Reset
Tablet	Samsung	SM-T587P	8.91619E+16	NA	IT	4th	Factory Reset
Desktop	Dell	Optiplex 3010	9WG8DZ1	NA	IT	4th	
Desktop	Dell	Optiplex 3020	6HJVR22	9033-0001295	IT	4th	No HDD or RAM
Desktop	Dell	Optiplex 3020	6HJ3S22	9033-0001293	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 5040	4QX2CH2	9033-0001352	IT	4th	NO OS - Wiped
Desktop	Dell	Optiplex 3010	19XXPW1	9033-0000731	IT	4th	NO OS - Wiped
Server	Lenovo	TS440	MJ00F3Q6	NA	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 11 3000	4CCC0F2	NA	IT	4th	
Laptop	Dell	Inspiron 11 3000	HDCC0F2	NA	IT	4th	

Laptop	Dell	Inspiron 11 3000	1CCC0F2	NA	IT	4th	
Laptop	Dell	Inspiron 15	CPDV0F2	9033-0001399	IT	4th	NO OS - Wiped
Tablet	Apple	Ipad		NA	IT	4th	Factory Reset
Desktop	Dell	Optiplex 3010	19XWPW1	9033-0000728	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15 5000	CWS5Y32	9033-0001409	IT	4th	NO OS - Wiped
Laptop	Panasonic	CF-C2	4HTYA69461	0033-0000908	IT	4th	NO OS - Wiped
Laptop	Dell	Inspiron 15 5000	2CX5Y32	9033-0001406	IT	4th	NO OS - Wiped
SATA Hard Driv	N/A	Assorted 14ea	N/A	N/A	IT	PD	NO OS - Wiped
Laptop	Dell	Inspiron 15 3000	3PKT0F2	9033-0001342	IT	4th	NO - OS Wiped
Box of Hard Dri	N/A	Assorted	N/A	N/A	IT	4th	NO - OS Wiped
Laptop	Dell	Inspiron 8600	B3PF961	N/A	IT	4th	NO Hard drive
Monitors	N/A	Assorted 21ea	N/A	N/A	IT	PD	
Laptop	Panasonic	CF-31	4GTYA14571	0033-0000881	IT	4th	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14587	0033-0000878	IT	4th	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14574	0033-0000802	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14523	0033-0000847	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14606	0033-0000863	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-30	7FKSA40295	0033-0000572	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14563	0033-0000880	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-31	4GTYA14723	0033-0000883	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-C2	4LTYA77131	0033-0000936	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-C2	4LTYA77139	0033-0000937	IT	PD	NO - OS Wiped
Laptop	Panasonic	CF-52	8GTYC69220	0033-0000730	IT	PD	NO - OS Wiped
Printer	HP	OfficeJet 8610	CN5BLFX1ST	N/A	IT	4th	Carriage Return Stuck
Server	IBM	xSeries 345	KP-ARHCN		IT	4th	NO - OS Wiped
Server	Dell	Poweredge R410	D8PRBP1		IT	4th	NO - OS Wiped

Finance Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #
OFFICE CHAIR	OFFICE CHAIR	3	FINANCE	N/A

Fire Department

ITEM	Description	Quantity	DEPARTMENT	Equipment #	VIN # if Applicable/Serial	ASSET TAG #
office chair	black	1	fire	none	none	none
decon trailer	damaged from tornado 2011	1	fire	FD-1809	1B9BU1323CD593017	0039-0000606
pallet of hose	Damaged worn	1	fire	none	none	none
stair stepper	older model	1	fire	none	none	0037-0000184
misc EMS bags	large lot	1	fire	none	none	none
filing cabinet	tall	1	fire	none	none	none
attic ladder	folding ladder	2	fire	none	none	none

Public Works Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
chairs	blue table chairs	34	PW			
tv		4	PW			
truck tool box		1	PW			
desk		2	PW			
vcr		1	PW			
misc. computer parts			PW			
tables		2	PW			
PH meter		1	PW			
sampler and parts		1	PW			
Miscellaneius			PW			
Broce Road Broom	Ride on tricycle	1	PW	1559	981024	0039-0000297
Wacker Walk Behind Plate Compactor	Compactor	1	PW			
Craftman 6.75 Push Mower	Mower	1	PW			
Air Compressor	Air Compressor	1	PW			
Weed Eaters	Weed Eater	?	PW			
1000 Gallon Water Tank	Water Tank	1	PW			
Ripper Tooth (For Excavator)	Ripper Tooth	1	PW			
2003 Ford F150	Truck	1	PW	1806	2FTRF17W01CA47340	
1999 Trailer	Trailer	1	PW	1618		

Health Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Shredder	Fellowes, Large	1	Health			
Shredder	Office, small	1	Health			
Printer	HP	1	Health			
Desks		2	Health			
Chairs	Lobby	2	Health			
Exam Table	Medical	1	Health			
Animal Traps		4	Health			
Roller Table		1	Health			
TV	VCR/DVD	1	Health			

Museum

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Display Case	Glass & Brass	5	Museum			
Display Case	Glass & Wood	2	Museum			
Wall Unit	Wood & Glass	1	Museum			
Desk & file Cabinet Drawer	laminate & Wood	1	Museum			
Doors	hollow core	41	Museum			
Sony Monitors	Sony	8	Museum			
Video Monitor	Commodores	1	Museum			
Coffee Maker	Black & Decker 12 cup	1	Museum			
VCR	Gyyr	1	Museum			
Office Chair	Chair	1	Museum			
Hutch	Carved wood 2 pieces	1	Museum			
Easel	large brass easel	1	Museum			
Vacuum	Commercial	1	Museum			
Printer	Xerox	1	Museum			
Mirrors	new	2	Museum			
Stage riser	carpet covered	6	Museum			
small rolling cart	white/chrome	1	Museum			
Vacuum	Kirby	1	Museum			
Kitchen Cupboard	Metal cupboard	1	Museum			
Rolling file cart		2	Museum			
Civil Defense mash unit	medical unit supplies	1	Museum			

Communications

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Trimble Placer GPS 450	Electronics GPS	42	Police			9031-0000xxx
Trimble Placer GPS 450	Electronics GPS		Police			176
Trimble Placer GPS 450	Electronics GPS		Police			139
Trimble Placer GPS 450	Electronics GPS		Police			133
Trimble Placer GPS 450	Electronics GPS		Police			115
Trimble Placer GPS 450	Electronics GPS		Police			134
Trimble Placer GPS 450	Electronics GPS		Police			107
Trimble Placer GPS 450	Electronics GPS		Police			167
Trimble Placer GPS 450	Electronics GPS		Police			168
Trimble Placer GPS 450	Electronics GPS		Police			149
Trimble Placer GPS 450	Electronics GPS		Police			144
Trimble Placer GPS 450	Electronics GPS		Police			158
Trimble Placer GPS 450	Electronics GPS		Police			141
Trimble Placer GPS 450	Electronics GPS		Police			140
Trimble Placer GPS 450	Electronics GPS		Police			166
Trimble Placer GPS 450	Electronics GPS		Police			105
Trimble Placer GPS 450	Electronics GPS		Police			146
Trimble Placer GPS 450	Electronics GPS		Police			153
Trimble Placer GPS 450	Electronics GPS		Police			130
Trimble Placer GPS 450	Electronics GPS		Police			113
Trimble Placer GPS 450	Electronics GPS		Police			127
Trimble Placer GPS 450	Electronics GPS		Police			143
Trimble Placer GPS 450	Electronics GPS		Police			147
Trimble Placer GPS 450	Electronics GPS		Police			117
Trimble Placer GPS 450	Electronics GPS		Police			145
Trimble Placer GPS 450	Electronics GPS		Police			154
Trimble Placer GPS 450	Electronics GPS		Police			165
Trimble Placer GPS 450	Electronics GPS		Police			162
Trimble Placer GPS 450	Electronics GPS		Police			157
Trimble Placer GPS 450	Electronics GPS		Police			171
Trimble Placer GPS 450	Electronics GPS		Police			164
Trimble Placer GPS 450	Electronics GPS		Police			108
Trimble Placer GPS 450	Electronics GPS		Police			111
Trimble Placer GPS 450	Electronics GPS		Police			163
Trimble Placer GPS 450	Electronics GPS		Police			148
Trimble Placer GPS 450	Electronics GPS		Police			137
Motorola GoldElite CEB racks	Electronics	2	Police			0031-0000122
HP Z440 Computer	Electronics	5	Police			N/A
Sun Netra240 Server	Electronics	7	Police			N/A
HP xw4300 work station	Electronics	5	Police			N/A
Motorola CPX2000	Electronics	1	Police			N/A
Motorola AEB Chassis	Electronics	1	Police			N/A
HMN1080 MICS	Electronics	15	Police			N/A

Central Garage

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG#
Stove (comercial electric)	Valcan Electric Stove	one	?	N/A	N/A	N/A
Trash Cans	Metal (small)	35	City Hall	N/A	N/A	N/A
Exercise Bikes	Schwinn	3	Fire Dept	N/A	N/A	N/A
Weight Bench	Weider Pro	1	Fire Dept	N/A	N/A	N/A
Tire Lift	22.5 tire size Jack	1	Central Garage	1796	N/A	N/A
Console's Misc parts	Metal (small)	10	Police Dept	N/A	N/A	N/A
Miscellaneous police box's	Different size's	10	Police Dept	N/A	N/A	N/A
Misc used Poice Equip.	Lock tools Safety equip	Pallet	Police Dept	N/A	N/A	N/A
Misc Computer towers	towers	3	Police Dept	N/A	N/A	N/A
MISC Items						
Chevy Ventura Van	2004 Chevy Ventura	1	City Hall	1882	1GNDX03EX4D213001	

City Managers Office

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable	ASSET TAG #
Chairs	Blue Rolling Conf. Room	8	CM			
Chairs	Stacking Conf. Room	7	CM			
Radio	Weather	1	CM			

Police Department

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT	Equipment #	VIN # if Applicable
Bicycles	Bicycles	25	JPD		
Copy Machine	Copy/Printer Machinge (non working	1	JPD		
Saddle	Saddle	1	JPD		
Power tools	Chain Saw	1	JPD		
Misc Items					
Vehicle	2002 Ford Crown Victoria	1	Police	1748	2FAFP71W52X156823
Vehicle	2006 Polaris Ranger UTV	1	Police	1975	4XARD68A45D737172
chairs	non-folding metal chairs w/cushion	24	Police	N/A	N/a
Paper Shredder	Fellows Powerhead C-3202	1	Police	N/A	CRC38325
chairs	non-folding metal chairs w/cushion	24	Police	N/A	N/a
Paper Shredder	Fellows Powerhead C-3202	1	Police	N/A	CRC38325
Desk	6' wood desk	1	Police	N/A	N/a
chairs	Chairs in investigation	4	Police	N/A	N/a
Camera	Cannon Case w/batteries	1	Police	N/A	42500500803
Camera	Cannon Case w/batteries	1	Police	N/A	2.1292E+11
Screen	Apollo Tripod Projector	1	Police	VPT6060	
Tripods	Camera Tripods	2	Police	Dynex	
Cable	RCA AV 20 ft	1	Police		
TV	Emerson 19"	1	Police	TH3A094819565B	