JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 17, 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. Buckle Up Phone Down Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The October 3, 2022, City Council Meeting

      Documents:

      OCTOBER 3, 2022 MINUTES.PDF

   2. COUNCIL BILL NO. 2022-282
      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-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234 N. Duquesne Rd., City of Joplin, Jasper County, Missouri.

      Documents:

CB2022-282.PDF

3. COUNCIL BILL NO. 2022-283
   AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 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:

   CB2022-283.PDF

4. COUNCIL BILL NO. 2022-284
   AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2022-284.PDF

5. COUNCIL BILL NO. 2022-611
   AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-611.PDF

9. Resolutions

1. RESOLUTION NO. 2022-016
   A RESOLUTION of the City of Joplin, Missouri, supporting the intent to apply for a Land and Water Conservation Fund Grant for the Landreth and Dover Parks Trail Connector and Underpass and committing to the completion of the project as set forth in the grant requirements, if awarded.

   Documents:

   RESOLUTION 2022-016 SUMMARY SUPPORT FOR LWCF GRANT APPLICATION.PDF
   RESOLUTION 2022-016 SUPPORT FOR LWCF GRANT APPLICATION.PDF

2. RESOLUTION NO. 2022-017
A RESOLUTION to appoint new temporary members to the Finance Committee and to amend the charge of the Committee to include the review of City finances and recommend a long-term solution for employee compensation and staffing needs.

Documents:

RESOLUTION NO. 2022-017 SUMMARY SHEET_.PDF
RESOLUTION NO. 2022-017 - ASSIGNING FINANCE COMMITTEE.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-452
AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2022-452-SUMMARY SHEET.PDF
CB2022-452-COUNCIL BILL.PDF
CB2022-452-SUPPLEMENTAL ITEM CONTRACT.PDF

2. COUNCIL BILL NO. 2022-453
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2022-453-SUMMARY SHEET.PDF
CB2022-453-COUNCIL BILL.PDF

3. COUNCIL BILL NO. 2022-532
AN ORDINANCE approving a renewal by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-532 SUMMARY DENTAL INSURANCE CONTRACT AGREEMENT.PDF
CB 2022-532 DENTAL INSURANCE RENEWAL.PDF
CB 2022-532 EXHIBIT A DENTAL RENEWAL.PDF

4. COUNCIL BILL NO. 2022-533
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

CB 2022-533 SUMMARY BUDGET AMENDMENT FY 2022.PDF
CB 2022-533 BUDGET AMENDMENT ORDINANCE.PDF
CB 2022-533 SCHEDULE A 2022 BUDGET AMENDMENT.PDF

5. COUNCIL BILL NO. 2022-534
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2022 to October 31, 2023, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2022-534 SUMMARY BUDGET ADOPTION FY 2023.PDF
CB 2022-534 BUDGET ADOPTION ORDINANCE.PDF
CB 2022-534 BUDGET RECONCILIATION AND SUMMARIES.PDF

6. COUNCIL BILL NO. 2022-535
AN ORDINANCE approving the job description for Park Ranger and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-535 SUMMARY NEW PARK RANGER POSITION.PDF
CB 2022-535 ORDINANCE NEW PARK RANGER POSITION.PDF
PARK RANGER JOB DESCRIPTION.PDF

7. COUNCIL BILL NO. 2022-536
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 and Part-Time/Seasonal positions for Fiscal Year 2022-2023; and, containing an emergency clause.

Documents:

CB 2022-536 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2022.PDF
CB 2022-536 ORDINANCE ADOPTING NEW STEP PAY PLAN EFFECTIVE NOVEMBER 1 2022.PDF
CB 2022-536 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF
CB 2022-536 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS.PDF

8. COUNCIL BILL NO. 2022-613
   AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023, to adjust appropriations and containing an emergency clause.

   Documents:

   2022-613 BILL SUMMARY.PDF
   608 PROPOSAL LETTER- 2UNIT 10062022 (1).PDF
   608 PURCHASE AGREEMENT 2UNIT 10062022.PDF
   CB2022-613 FIRE ENGINE(S) PURCHASE (1).PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-009
   AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs.

   Documents:

   SUMMARY_CB2022-009 AND 010 10-17 AND 10-82 LIQUOR AXE THROWING AMENDMENT.PDF
   COJ CB 2022-009 RE SEC. 10-17 AMENDMENT RE AXE THROWING CLUBS.PDF

2. COUNCIL BILL NO. 2022-010
   AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs.

   Documents:

   SUMMARY_CB2022-009 AND 010 10-17 AND 10-82 LIQUOR AXE THROWING AMENDMENT.PDF
   COJ CB 2022-010 RE SEC. 10-82 AMENDMENT RE AXE THROWING CLUBS.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 13th day of October 2022 (RSMo 610.020)

JOPLIN CITY COUNCIL
OCTOBER 3, 2022
MEETING MINUTES

CALL TO ORDER

The October 3, 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 Dr. Mark Farnham.

ROLL CALL

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

PRESENTATIONS

Semi-Annual Insurance Update by Segal

Kimberly Wixon, from Segal presented.

Project Moody Blue Presentation

Tony Robyn, Assistant City Manager, Travis Stevens, President and CEO of Joplin Area Chamber of Commerce and Jib Felter, from AAG Investments presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

October 5th Joplin High School will hold a parade from 5 to 9 PM from Second street through 7th street.

October 8th MSSU will hold their homecoming parade from 9 AM to noon from Second street through 7th street.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-282
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-282
Mr. Copple introduced Council Bill No. 2022-282- 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-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234 N. Duquesne Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2022-282 be placed on First Reading and passed.

Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-282.

PUBLIC HEARING FOR CASE NO. 052-22
Mayor Lawson opened the Public Hearing

Pat Denaro spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Case No. 052-22 - Site Plan Review 2014 S. Range Line Rd. & 2019 S. Highview Ave. – Whataburger. Motion by Mr. Cortez, second by Ms. Spencer that Case No. 052-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-283
Mayor Lawson opened the Public Hearing

George Michalopoulos spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. DeTar introduced Council Bill No. 2022-283 - AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 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. Motion by Mr. DeTar, second by Mr. Shaw that Council Bill No. 2022-283 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, 8. Nays: 0. Abstention: Williams, 1. The Bill was read as Council Bill No. 2022-283.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Shaw 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 September 19, 2022, City Council Meeting

COUNCIL BILL NO. 2022-281 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. **Ordinance No. 2022-150.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-149

Mr. Stinnett introduced Council Bill No. 2022-149 - AN ORDINANCE authorizing the City of Joplin to enter into a construction agreement with McClanahan Construction Co. Inc., in the amount of One Million, Two Hundred Thousand and 00/100 Dollars ($1,200,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility Intermediate Screw Pump Replacement 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. Stinnett, second by Dr. Farnham that Council Bill No. 2022-149 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. 2022-151**.

COUNCIL BILL NO. 2022-451

Mr. Shaw introduced Council Bill No. 2022-451 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2022 and running through September 30, 2023, for the amount of up to Six Hundred Eleven Thousand, Eight Hundred Thirteen Dollars and no Cents ($611,813.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: and containing an emergency clause. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2022-451 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. 2022-152.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-284

Mr. Copple introduced Council Bill No. 2022-284 - AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Ms. Spencer to that Council Bill No. 2022-284 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. 2022-284.

COUNCIL BILL NO. 2022-611

Mr. DeTar introduced Council Bill No. 2022-611 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2022-611 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. 2022-611.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (3) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. Copple to adjourn into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:20 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-282 – Rezone C-1-PD to C-O

MEETING DATE:
October 3, 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 051-22: 1234 N Duquesne Rd.– A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Commercial Office) for future residential development – Terra N Baugh

BACKGROUND:
This request to rezone to C-O is along the N. Duquesne Rd. corridor. The Comprehensive Plan does indicate that this is future retail commercial in the Future Land Use Map. This zoning would permit uses that are generally less intense than those in C-1.

PLANNING & ZONING COMMISSION TESTIMONY:
Terra Baugh, 4102 College View Dr. Joplin, Missouri. Ms. Baugh stated she is ready to make this property into two apartments or a duplex because this was originally a photography business. That is why she has applied to rezone.

PUBLIC COMMENT;
None

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-282.
Planning & Zoning Commission recommends approval for Case 051-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 051-22: Rezoning

1234 N. Duquesne Rd. -A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Non-retail Commercial) for future residential development.

Terra Baugh, 4102 College View Dr. Joplin, Missouri. Ms. Baugh stated she is ready to make this property into two apartments or a duplex because this was originally a photography business. That is why she has applied to rezone.

Mr. Eastman asked if the Board had any questions for Ms. Baugh.

There were none.

Mr. Eastman asked if anyone wished to speak in favor of Case 051-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 051-22.

There were none.

Z&P Meeting: September 12, 2022
City Council Meeting: October 3, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 051-22 A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Non-retail Commercial) for future residential development

LOCATION 1234 N. Duquesne Rd.

APPLICANT Terra N. Baugh

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1-PD	Vacant Office Space	0.39

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-1-PD	C-1-PD
Land Use	Single-family Residential	Vacant	Office	Multi-family

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. Duquesne Rd.	Collector	60'
E. College View Dr.	Local	100'

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 area of Duquesne Rd. is identified as future retail commercial. While C-O does not permit many, if any, retail uses, it does permit other commercial uses such as offices that are appropriate at this location.

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

The current zoning of C-1-PD is suitable for the property. N. Duquesne Rd. is a collector-level street and sees relatively moderate to high traffic levels. This context is appropriate for uses permitted in C-1 zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. C-O zoning permits uses that are lower in intensity than C-1.

DISCUSSION

This request to rezone to C-O is along the N. Duquesne Rd. corridor. The Comprehensive Plan does indicate that this is future retail commercial in the Future Land Use Map.

Given the relatively moderate to high traffic volume and speeds, as well as the collector classification of Duquesne Rd., this property is generally appropriate for non-retail commercial uses. This zoning would permit uses that are generally less intense than those in C-1.

Staff recommends approval of Case 051-22.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: O 51-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Terra N. Baugh PHONE: 417-291-2202
ADDRESS: 4102 CollegeView Dr Joplin EMAIL: Terranbaugh@aol.com
OWNER: PHONE:
ADDRESS: SAA EMAIL: SAA

LOCATION/ADDRESS OF PROPERTY: 1234 N. Duquesne Rd. Joplin MO

Present Zoning C1PD Requested Zoning: CO Acreage:
Present Use of Property: Photography Studio

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R1	
South	C1-PD, C3-PD, R1, R2	
East	R1	
West	R3-PD	

Character of the Neighborhood: dwelling Rentals, Agricultural, houses, Commercial offices, gas station

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: I have been trying to sell the building for more than six (6) years with MINIMAL interest. (Perhaps 3 inquiries)

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes - Kyle Denham - Architect has all plans
2. Consistent with Future Land Use Map? ?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: DUQUESNE & COLLEGE VIEW DR
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Terra N Baugh DATE: 2 Aug 22

TITLE: Owner

1234 N Duquesne Road Rezoning statement

describing the reasoning for the redoing, 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.

Reasoning for the redoing: I have been trying to sell the structure as an office building for more than 6 years with minimal interest (only 3 inquiries). I had been using the building for my photography business for more than 20 years when, just after deciding to retire, the building experienced a burst pipe (February 2021) - causing extensive interior damage. I elected to change the layout of the 5300 square foot building at that time – and now wish to reconfigure it into a duplex containing two large residences. This will increase the building's utility and make it more appealing for renters or potential purchasers.

The impact of the proposed change, including any traffic conditions that may result: None that I am aware of. The structure served as a mental health clinic prior to my ownership and was my photography studio until my retirement from that profession. Having two families rent the entire structure should not result in any increased flow, or potential hazards, regarding traffic movement around that location.

Any danger from fire hazards: None that I am aware of. This is merely a planned duplex - not a manufacturing or storage facility with flammable or combustible materials. It is largely a brick building.

How the proposed change may affect the character of the surrounding properties: I do not believe there will be any impact. There are studio rentals to the west (close enough that our parking lots are divided only by a slight rise (barely perceptible) in elevation of the parking lots. There are houses further north - some of which I believe are rentals. To the south is College Skyline Center (a mental health clinic), a (closed) gas/convenience station, and commercial buildings attached to MSSU. To the east is a large agricultural lot belonging to MSSU which they use for hay; and a bit south of that is prairie land used for walking and other activities by MSSU.

How the proposed change will benefit the City of Joplin: I am hoping to renovate the building into a duplex with two large residences – which should help ease the apparent rental unit shortage and generate more tax income for the city. This is better use of the property than its current and vacant status.

Terra Baugh 417-291-2202

P & Z Case 051-22
Terra N. Baugh
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-282 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-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234 N. Duquesne 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-PD (Neighborhood Commercial Planned Development) the following described property and including in District C-O (Commercial Office).

> All of that part of Lot Numbered 62 beginning at the Northeast corner of said Lot Numbered 62 in College Skyline Addition to the City of Joplin, Jasper County, Missouri, thence South 100 feet, thence West 150 feet, thence North 107.7 feet to the South line of College View Drive, thence Southeasterly along the curve to the left 69.80 feet chord distance, thence 80.43 feet to the place of beginning.

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

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

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-283 – Zoning District Change

MEETING DATE:
October 3, 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:
George Michalopoulus, 1306 S. Range Line Rd., Joplin, Missouri, a representative of this property. Mr. Michalopoulus stated they are proposing to put a Top Golf concept on the driving range of that property. He stated they would like to keep the 9-hole golf course in the back and keep the front putt putt golf and add a kid's putt putt to that area. So, we are proposing to put the new building directly on the driving range. We are trying to incorporate the existing driving range for the Top Golf for what we call "Long Shots." Which is like Top Golf. That allows us to use the infrastructure that is already there on the property the length of the property and all of that. We still want to keep the putt putt to the west, and we would still like to keep the 9-hole golf course to the east. That is our proposal. This is our revision to the proposal.

Mr. Bolander stated he would like to address to Commission to refresh everyone's

memory. The original request was to rezone the whole tract to C-3-PD. There was some opposition from the residents across the railroad tract to the east in that residential neighborhood. Staff feels like this is a fair compromise. They are just restricting that C-3 district to what is adjacent to that Range Line commercial. district. In fact, you can barely see it but to the south of this property the C-3 district extends to the railroad. We did not show it on the map, but you can see the C-3-PD designation. So, the applicant has taken the effort to restrict what they needed to use as C-3 to the Range Line corridor. The distance now between the residential neighborhood and the commercial district is about 1000′ to the north and about since the railroad runs at an angle about 900′ on the south boundary. It is quite a distance from the residential area.

PUBLIC COMMENT;

There were a couple comments provided by citizens during the public hearing portion of this case. These comments tended to regard the original request of the rezoning toward the East near the residential neighborhood bordering the railroad tracks, they were in agreement that this modification brought to you today was a good compromise.

RECOMMENDATIONS:

Staff recommends approving Council Bill 2022-283.
Planning & Zoning Commission recommends approval Case 048-22 (5 in Favor, 0 Opposed, 1 Absent, 1 Abstention)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

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 recused himself and turned the meeting over to Mr. Kimble.

George Michalopoulus, 1306 S. Range Line Rd., Joplin, Missouri, a representative of this property. Mr. Michalopoulus stated they are proposing to put a Top Golf concept on the driving range of that property. He stated they would like to keep the 9-hole golf course in the back and keep the front putt putt golf and add a kid's putt putt to that area. So, we are proposing to put the new building directly on the driving range. We are trying to incorporate the existing driving range for the Top Golf for what we call "Long Shots." Which is like Top Golf. That allows us to use the infrastructure that is already there on the property the length of the property and all of that. We still want to keep the putt putt to the west, and we would still like to keep the 9-hole golf course to the east. That is our proposal. This is our revision to the proposal.

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Mr. Kimble asked if any of the Commissioners had any questions on Case 048-22.

Ms. Phillips asked if this is the same Top Golf that was supposed to be built in Webb City.

Mr. Michalopoulus stated, yes ma'am we were originally going to build this in Webb City and then we were pushed back from Webb City. They awarded a different license in Webb City. We are moving our project from Webb City to this location.

Mr. Kimble asked a question. He stated you said you wanted to keep the 9-hole golf course in the back, and this does not necessarily have to do with your new project up front but since you are keeping it, is there any hope in the future that it would be restarted or bought up or continued as is.

Mr. Michalopoulus stated they would like to continue as is of course I would need to talk to the City, but our plans are to serve food and drink on the course. That is why when we originally proposed this, we thought you had to apply for commercial for the entire property. We need to make sure we can serve alcohol and food on the course. There is one of these concepts in California where they have a golf course and virtual golf. They do not have putt putt so we are going one step ahead. We are trying to incorporate a golf resort where everything is central. We are hoping that Range Line would create that high traffic that we need and so forth.

Mr. Kimble stated that was a good vision and thanked Mr. Michalopoulus.

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

There were none.

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

Dennis Herr, 1610 Whispering Oaks Dr., Joplin, Missouri stated he wanted a clarification. Is the golf course going to remain R-1 and the C-3 is the rectangle, pointing to the diagram? He stated that none of the correspondence received by residents indicated a change.

Mr. Kimble stated that during the last meeting the idea was that the whole thing would be changed to C-3 because of the opposition. Mr. Kimble indicated the only part changed to would be the area in the rectangle. The rectangle would be C-3 and the golf course would remain R-1.

Mr. Bolander stated that is correct.

Mr. Kimble stated that is correct.

Mr. Herr stated okay and thanked the Board.

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

Shannon Bickford, 1402 Whispering Oaks Dr., Joplin, Missouri asked about the outer red in the diagram.

Mr. Bolander stated the outer red is the distance of 185′ under State Statue. Property owners within 185′ can protest so that is why it has gotten smaller because the C-3 request is now just to that square.

Ms. Bickford stated so, I just want to get clarification and the plan is to make that a restaurant, a partial restaurant, and you want to serve alcohol, so she totally gets that. So, is the first pond within the 185′ staying? So, there are two ponds and the one she stated she can see from her house, the bigger one is staying? She stated she is okay with the restaurant, okay with the rectangle as long as nothing is being destroyed.

Mr. Kimble thanked Ms. Bickford.

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

There were none.

MS. STEELE MOVED THAT CASE 048-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 1 ABSTAINED, 1 ABSENT)

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.

The applicant has since decreased the size of the request to only a portion of the property nearest Range Line Rd. Please see the updated map of this case to view the new boundaries.

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 the 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 vehicle.

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 + Tea Pin Lane
2. Classification of Street(s):
   Arterial ✓ Rangeline Collector _____ Local ✓ Tea 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. Stein DATE: 27 June 2022

TITLE: Agent for Owner

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

COUNCIL BILL NO. 2022-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 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. 2022-284 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. More generally described as 1911 & 2001 N. Range Line Rd.

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

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

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-284 – Final Plat Review, Emerald Glades Plat 1

MEETING DATE:
October 3, 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 054-22: Final Plat Review – A request to review the Final Plat of Emerald Glades Pat 1located at 3330 & 3332 N St. Louis Ave. – Schuber Mitchel Homes

BACKGROUND:
The final plat approval is for Emerald Glades Plat 1 Subdivision located at 3330 & 3332 N St. Louis Ave. This subdivision will be 31 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map.

PLANNING & ZONING COMMISSION TESTIMONY:
Jacob Lett, Schuber Mitchell Homes, 3330 N. Range Line, Joplin, Missouri stated this is the final plat for the sub-division. They are hoping to get started on this relatively soon and move forward with the first phase in this multi-phased development.

PUBLIC COMMENT;
None

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-284.
Planning & Zoning Commission recommends approval for Case 054-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 054-22: Final Plat

3330 & 3332 N. St. Louis Ave.-A request to review a final plat.

Jacob Lett, Schuber Mitchell Homes, 3330 N. Range Line, Joplin, Missouri stated this is the final plat for the sub-division. They are hoping to get started on this relatively soon and move forward with the first phase in this multi-phased development.

Mr. Eastman asked if the Board had any questions on Case 054-22.

There were none.

Mr. Eastman asked if anyone wished to speak in favor of Case 054-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 054-22.

There were none.

MR. KIMBLE MOVED THAT CASE 054-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: September 12, 2022
Council Meeting: October 3, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 054-22 Final Plat Review

NAME OF SUBDIVISION Emerald Glades

LOCATION: 3330 and 3332 N. St. Louis Ave.

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1-PD

PRESENT LAND USE: Vacant but for a few structures

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	Out of City Limits
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

SUBDIVISION:

Number of lots
31

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
N. St. Louis Ave.	Collector	60’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC

HAZARD?

No. Entryways into the subdivision via N. St. Louis Ave. are property spaced to provide access.

UTILITIES: All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes, with an approved Planned Development Overlay.

DISCUSSION:

This Final Plat review is coming back to P+Z as a previously unknown gas main and easement was discovered after the original approval. This has resulted in the plat design being shifted to the West by 30 feet. There is no change to street layout, lot design, or any other major feature. There will be small changes to the depth of the lots on the East and West side to accommodate the shift. This subdivision will be 31 residential lots, zoned R-1-PD Single-family Residential Planned Development, with Council approval. 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 subdivision regulations, with an approved Planned Development Overlay.

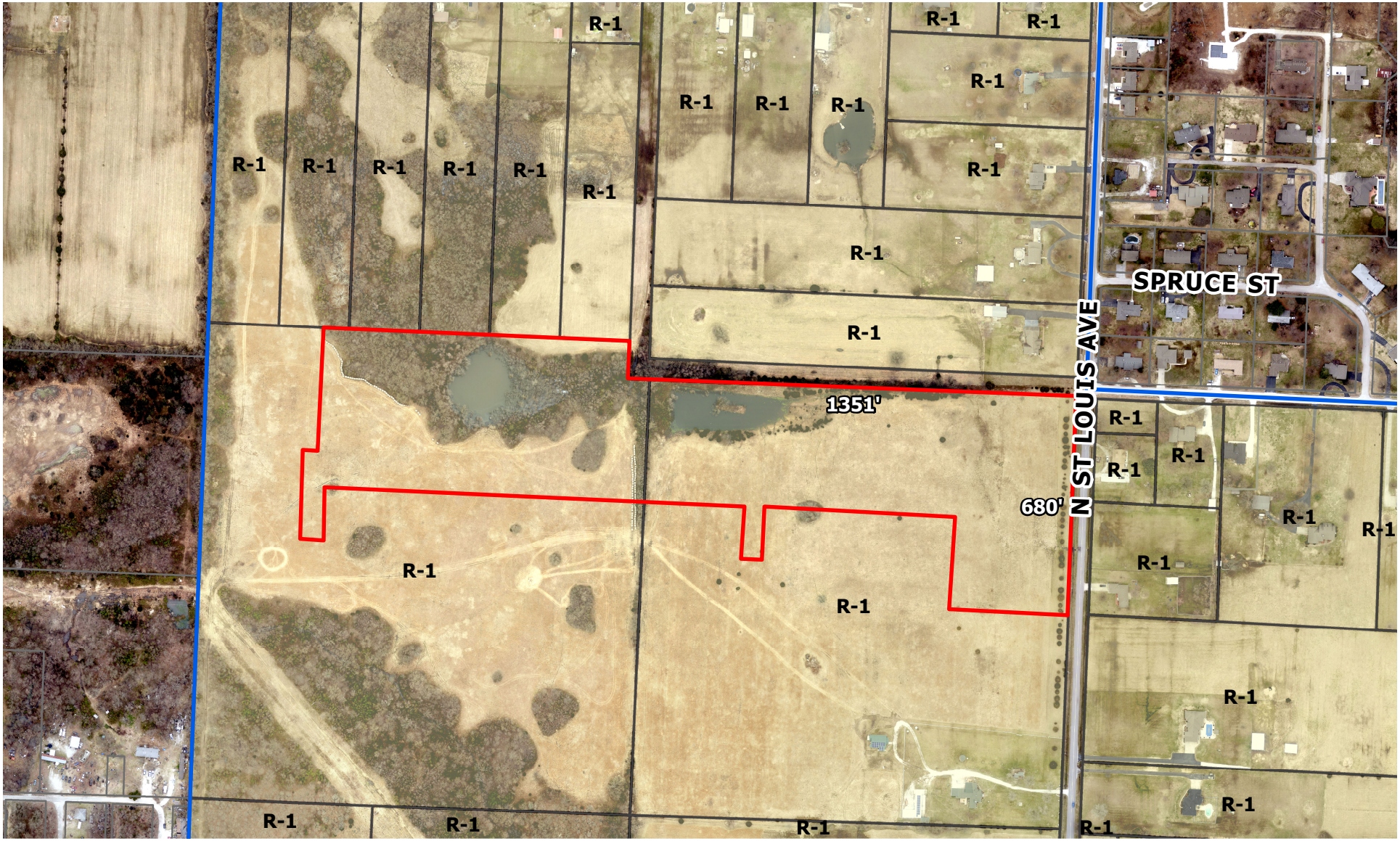
Schuber Mitchell Homes is seeking a 31-lot residential subdivision for single-family residential uses as the first phase of the 281-lot Emerald Glades Subdivision. Utilities will be required to be extended. The stormwater and wetland area in the northern part of the preliminary plat is included with this first phase to provide that area for stormwater runoff and recreation.

Staff recommends approval of Case 054-22

ENCLOSURES:

Applicant Material
Final Plat
Map

Case 054-22 Final Plat Review - 3330 & 3332 N. St. Louis Ave.



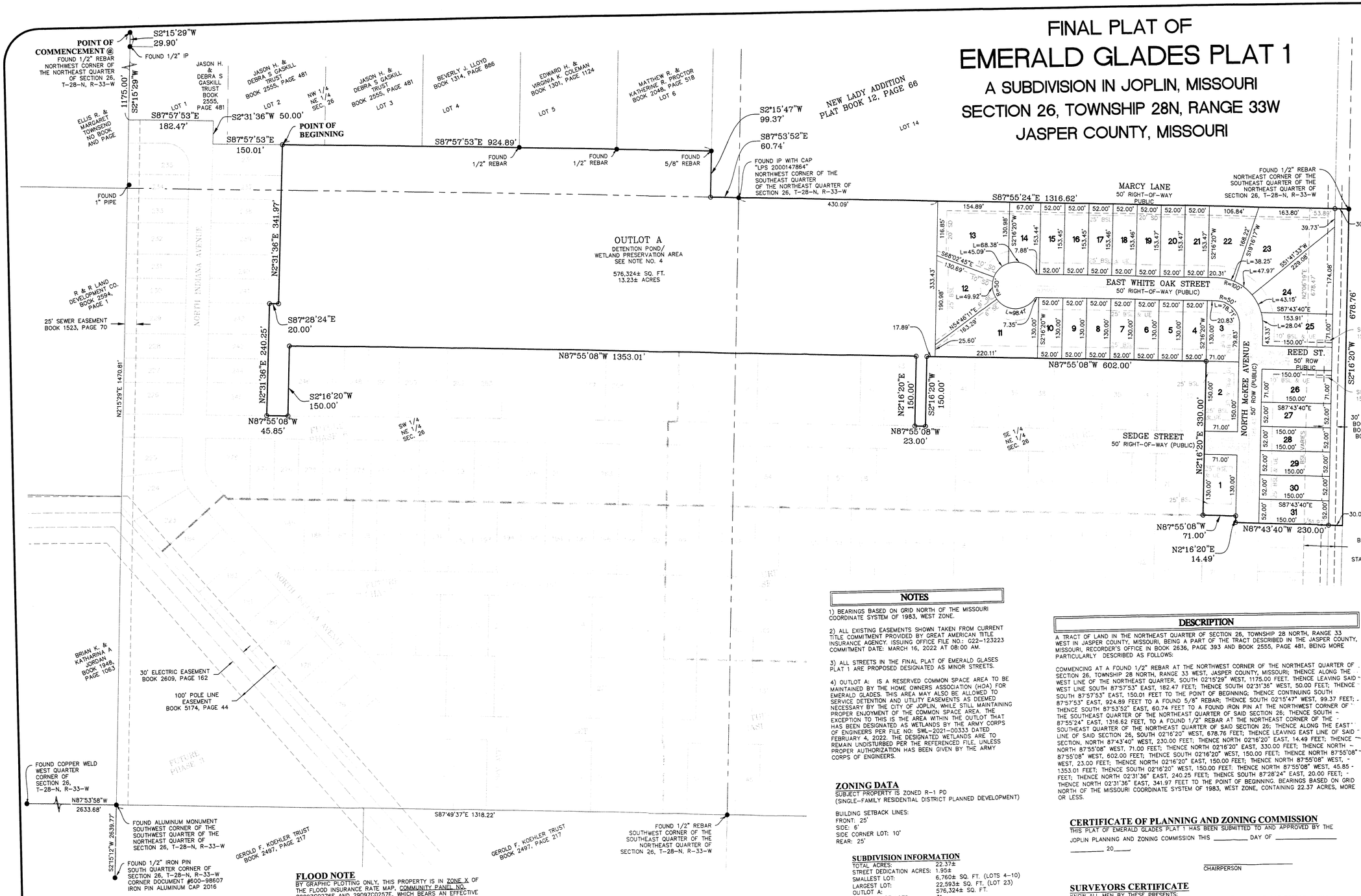
3330 & 3332 N. St. Louis Ave. – A request to review a final plat – Schuber Mitchell Homes.

Joplin City Limits

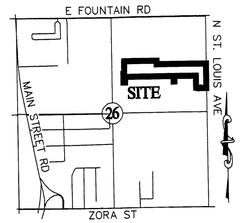
0 165 330 660 990 1,320 Feet

N

FINAL PLAT OF
EMERALD GLADES PLAT 1
A SUBDIVISION IN JOPLIN, MISSOURI
SECTION 26, TOWNSHIP 28N, RANGE 33W
JASPER COUNTY, MISSOURI



PARCEL TABLE	
PARCEL #	AREA
1	9230±
2	10650±
3	8689±
4	6760±
5	6760±
6	6760±
7	6760±
8	6760±
9	6760±
10	6760±
11	19987±
12	14988±
13	21579±
14	9132±
15	7979±
16	7979±
17	7980±
18	7980±
19	7980±
20	7980±
21	7981±
22	12889±
23	22593±
24	19121±
25	10686±
26	10650±
27	7800±
28	7800±
29	7800±
30	7800±
31	7798±



LOCATION SKETCH
SECTION 26, T 28 N, R 33 W
SCALE: 1"=2000'

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

NOTES

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

2) ALL EXISTING EASEMENTS SHOWN TAKEN FROM CURRENT TITLE COMMITMENT PROVIDED BY GREAT AMERICAN TITLE INSURANCE AGENCY. ISSUING OFFICE FILE NO.: 622-123223 COMMITMENT DATE: MARCH 16, 2022 AT 08:00 AM.

3) ALL STREETS IN THE FINAL PLAT OF EMERALD GLADES PLAT 1 ARE PROPOSED DESIGNATED AS MINOR STREETS.

4) OUTLOT A: IS A RESERVED COMMON SPACE AREA TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA) FOR EMERALD GLADES. THIS AREA MAY ALSO BE ALLOWED TO SERVICE DETENTION AND UTILITY EASEMENTS AS DEEMED NECESSARY BY THE CITY OF JOPLIN, WHILE STILL MAINTAINING PROPER ENJOYMENT OF THE COMMON SPACE AREA. THE EXCEPTION TO THIS IS THE AREA WITHIN THE OUTLOT THAT HAS BEEN DESIGNATED AS WETLANDS BY THE ARMY CORPS OF ENGINEERS PER FILE NO: SWL-2021-00333 DATED FEBRUARY 4, 2022. THE DESIGNATED WETLANDS ARE TO REMAIN UNDISTURBED PER THE REFERENCED FILE, UNLESS PROPER AUTHORIZATION HAS BEEN GIVEN BY THE ARMY CORPS OF ENGINEERS.

ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 PD
(SINGLE-FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	22.37±
STREET DEDICATION ACRES:	1.95±
SMALLEST LOT:	6,760± SQ. FT. (LOTS 4-10)
LARGEST LOT:	22,593± SQ. FT. (LOT 23)
OUTLOT A:	576,324± SQ. FT.
TOTAL NO OF LOTS:	31
CURRENT ZONING:	R-1 PD
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2636, PG 393 & BK 2555, PG 481

CITY APPROVAL

THIS PLAT OF EMERALD GLADES PLAT 1 INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

(SEAL)

ATTEST:

_____ CITY CLERK

_____ MAYOR

_____ CITY ENGINEER

DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND BOOK 2555, PAGE 481, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°15'29" WEST, 1175.00 FEET, THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 182.47 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°57'53" EAST, 924.89 FEET TO A FOUND 5/8" REBAR; THENCE SOUTH 02°15'47" WEST, 99.37 FEET; THENCE SOUTH 87°53'52" EAST, 60.74 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 87°55'24" EAST, 1316.62 FEET, TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 02°16'20" WEST, 678.76 FEET; THENCE LEAVING EAST LINE OF SAID SECTION, NORTH 87°43'40" WEST, 230.00 FEET; THENCE NORTH 02°16'20" EAST, 14.49 FEET; THENCE NORTH 87°55'08" WEST, 71.00 FEET; THENCE NORTH 02°16'20" EAST, 330.00 FEET; THENCE NORTH 87°55'08" WEST, 602.00 FEET; THENCE SOUTH 02°16'20" WEST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 23.00 FEET; THENCE NORTH 02°16'20" EAST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 1353.01 FEET; THENCE SOUTH 02°16'20" WEST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 45.85 FEET; THENCE NORTH 02°31'36" EAST, 240.25 FEET; THENCE SOUTH 87°28'24" EAST, 20.00 FEET; THENCE NORTH 02°31'36" EAST, 341.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 22.37 ACRES, MORE OR LESS.

CERTIFICATE OF PLANNING AND ZONING COMMISSION

THIS PLAT OF EMERALD GLADES PLAT 1 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20____.

_____ CHAIRPERSON

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.

LAST REVISION DATE JULY 21, 2022
ANDERSON ENGINEERING, INC. L.C. 62
by

_____ RONALD W. WALLACE
MO P.L.S. NO. 2019015191

_____ 7-21-22 DATE

FOR REVIEW

LEGEND

FOUND IRON PIN AS NOTED	●
SET 5/8" X 18" REBAR WITH PLASTIC STAMPED A/E INC LC 62	o
UTILITY EASEMENT	UE
BUILDING SETBACK LINE	BSL
STORM DRAINAGE EASEMENT	SD
SANITARY SEWER EASEMENT	SE
RIGHT-OF-WAY	ROW
PROPERTY LINE	———
SECTION LINE	——— — ———
PHASE LINE	——— ——— ———
CENTERLINE LINE	——— — ———
BUILDING SETBACK LINE	--- --- ---
EASEMENT LINE	- - - - - -

SOURCE OF DEED
SCHUBER MITCHELL HOMES
BOOK 2636, PAGE 393

JASON H. GASKILL AND
DEBRA S. GASKILL TRUST
BOOK 2555, PAGE 481

DEVELOPER AND OWNER
SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
LOGAN ELLIS, P.E.
RONALD W. WALLACE, P.L.S.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0276E AND 29097C0257E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBER MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF JOPLIN, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE JOPLIN BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: _____ DATE: _____

_____
MEMBER

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

(SEAL)

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

ANDERSON ENGINEERING
ENGINEERS SURVEYORS LABORATORIES DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 7-21-22
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 22JO10028

JOP 100-6596
SHT. 1 OF 1 REV. ___

P & Z Case 054-22
Jon Abernathy.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-284 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper 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 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI,BEING PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND BOOK 2555, PAGE 481, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A FOUND 1/2"' REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHOP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE SOUTH 87'57'53" EAST, 182.47 FEET; THENCE SOUTH 02,31,36" WEST, 50 FEET; THENCE SOUTH 87'57'53" EAST, 182.47 FEET; THENCE SOUTH 02'31'36" WEST, 99.37 FEET; THENCE SOUTH 87'57'53" EAST, 150.01 TO A FOUND 5/8" REBAR; THENCE SOUTH 02'15' 47" WEST, 99.37 FEET; THENCE SOUTH 87'53'52"EAST , 60.74 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NEORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 02'16'20" WEST, 678.76; THENCE LEAVING EAST LINE OF SAID SECTION, NORTH 87'43'40" WEST, 230.00 FEET; THENCE NORTH 02'16'20" WEST, 150.00 FEET; THENCE NORTH 87'55'08" WEST, 45.85 FEET; THENCE NORTH 02'31'36" EAST, 240.25 FEET; THENCE SOUTH 87'28'24" EAST, 20.00 FEET; THENCE NORTH 02'31'36" EAST, 341.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MUSSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 22.37 ACRES, MORE OR LESS.

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

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

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

Douglas W. Lawson, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2022-611. This Council Bill approves the Agreement between Oakhurst Signs and Graphics of St. Petersburg, Florida, and the City of Joplin for a replacing the existing signage of the City of Joplin wayfinding system. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

MEETING DATE:

Monday, October 3, 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 authorizes the purchase of replacement signage for the City of Joplin Wayfinding Signage System that has been in place since 2014.

Using the existing poles and brackets in place, Oakhurst bid for Thirty-One Thousand and Fifty dollars ($31,050) for materials, manufacturing, and shipping, and Eight Thousand Two hundred and Fifty dollars ($8,250) for installation, for a total project cost of Thirty-Nine Thousand Three Hundred dollars ($39,300).

BACKGROUND:

The Joplin Convention & Visitors Bureau is seeking to replace the 8-year-old, weathered signage of the City's existing Wayfinder System with a version that will be more appealing to travelers and be more compliant with Missouri Department of Transportation (MO-DOT) regulations.

Additionally, the replacement design will incorporate the City of Joplin's new logo and color palette, per the City of Joplin Style Guide, approved in February 2022. Most of the existing locations and verbiage will remain the same, and the existing uprights and bracketing will be used. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

Through the RFP process the city received two bids for this project. The lowest came in from Oakhurst Signs and Graphics of Florida.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's FY2022 budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Concept drawing.

OAKHURST
SIGNS & GRAPHICS

City of Joplin

Wayfinding Signs

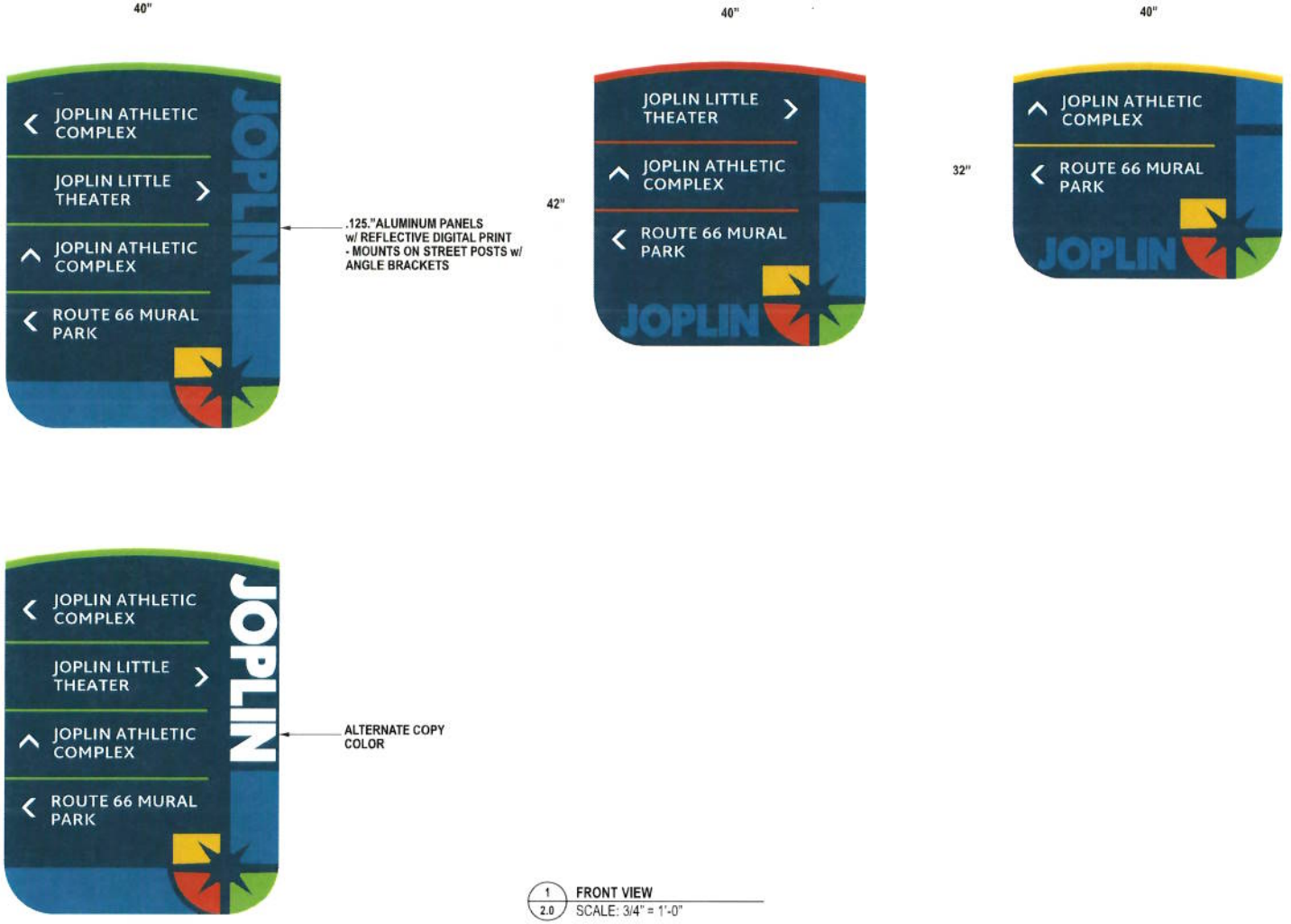
Joplin, MO



PROJ 38003
Wayfinding Sign Concepts

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



D1 DIGITAL PRINT VINYL

- PMS 718C
- PMS 606C
- PMS 417C
- PMS 634C
- PMS 534C
- PMS 4212C

1/2.0 FRONT VIEW
SCALE: 3/4" = 1'-0"

OAKHURST
SIGNS & GRAPHICS
2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255
165 TIDWELL DRIVE, SUITE A
ALPHARETTA, GA 30004
PHONE: 770.569.5671

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The designs, plans, layouts and drawings contained herein are property of Oakhurst Signs and Graphics and may not be reproduced, published, copied or changed without written consent. The information contained may not be used for price comparison. Violators will be prosecuted to the fullest extent of the law.

CLIENT
CITY OF JOPLIN

PROPERTY
CITY OF JOPLIN CONVENTION & VISITORS BUREAU

PROJECT
WAYFINDING CONCEPTS

ACCOUNT MANAGER
LOUIS COROMINAS

PROJECT MANAGER
CRAIG HANLON

DATE
05/23/22

VERSION
CONC 02

HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



1/3.0 FRONT VIEW
SCALE: 1/2" = 1'-0"

OAKHURST
SIGNS & GRAPHICS

2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255

165 TIDWELL DRIVE, SUITE A
ALPHARETTA, GA 30004
PHONE: 770.569.5871

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CLIENT
CITY OF JOPLIN

PROPERTY
CITY OF JOPLIN CONVENTION & VISITORS BUREAU

PROJECT
WAYFINDING CONCEPTS

ACCOUNT MANAGER
LOUIS COROMINAS

PROJECT MANAGER
CRAIG HANLON

DATE
05/23/22

VERSION
CONC 02

HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Oakhurst Signs & Graphics, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-12: Replacement of Existing Wayfinding Signs Throughout the City of Joplin, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated May 27, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $39,300.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following 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 City except as employees of Consultant. All the services required hereunder will be performed by 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 City.

g. Consultant understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay City.

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

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

9. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

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

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

12. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

13. Non-Discrimination. Contractor agrees in the performance of this Agreement 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.

14. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Oakhurst Signs and Graphics
ATTN: City Attorney	ATTN: Louis Corominas
602 S. Main St.	2400 31st St S
Joplin, MO 64801	St. Petersburg, FL 33712

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.

15. Records and Audits. The Consultant 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.

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

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

18. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, 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 subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

19. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (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 City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	OAKHURST SIGNS AND GRAPHICS
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2022-611 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City's current wayfinding signage was commissioned and installed in 2014; and

WHEREAS, the City's current wayfinding signage has reached the end of its useful life; and

WHEREAS, the City desires to replace the current wayfinding signage with new wayfinding signage that is not only new, but is also more appealing to travelers and incorporates the City's new marketing and tourism materials, such as its logo and color palette.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagyt, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2022-016 – Approval for the support of the intent to apply for the Land and Water Conservation Fund grant

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2022-016

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution grants approval for the support of the City's intent to apply for the Land and Water Conservation Fund (LWCF) grant for the Landreth and Dover Parks Trail Connector and Underpass.

BACKGROUND
The LWCF is accepting grant applications for eligible projects with a maximum award of up to $500,000. This grant requires at least a 50% match. A draft application must be submitted by October 19, with final submission due by November 16.

With the assistance of Guidehouse, this grant opportunity was further developed. After researching the grant funding requirements, it was determined that due to the 50% matching component of this grant, the projects on the unfunded project list were not a good fit. However, projects on the Phase III Parks & Stormwater Sales Tax list provide the required city match component, and the ability to meet the grant timeline, as well as the community input and support pieces. In reviewing the eligibility requirements, the Landreth and Dover Parks Trail Connector and Main Street Underpass project is the best fit for this grant request.

This project will connect the trail from Landreth Park to Dover Park, in addition to developing the Main Street underpass to connect the eastern section of Landreth to the western section of the park. This project will benefit the future DORA project, the new Dover Hill elementary school, Ozark Christian College, Downtown Joplin, and the Trails Coalition, as well as the entire community and region. The sales tax includes $1 million and with this application, the City will be requesting an additional $500,000 to augment and enhance this proposed project.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2022-016

A RESOLUTION of the City of Joplin, Missouri, supporting the intent to apply for a Land and Water Conservation Fund Grant for the Landreth and Dover Parks Trail Connector and Underpass and committing to the completion of the project as set forth in the grant requirements, if awarded.

WHEREAS, the Land and Water Conservation Fund (LWCF) is accepting grant applications within their grant guidelines; and,

WHEREAS, the City of Joplin has an approved parks/stormwater project that falls within the scope of this grant, which will help to enhance this project, but also have a significant economic and public service impact for the Community; and,

WHEREAS, the Land and Water Conservation Fund Application requires evidence of community support through a Resolution; and,

WHEREAS, the City Council of Joplin, Missouri, desires to submit an application for this grant for the overall improvement of the parks and trail system of our community.

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

Section 1. The City of Joplin, Missouri is committed to completing the project as set forth in the grant requirements of the Land and Water Conservation Fund, if the grant is awarded to the City, for the overall improvement of the parks and trail system of the community.

Section 2. The City has the available matching funding required by this grant as well as the capacity to meet the required project completion date for the grant.

Section 3. That the City Manager of the City of Joplin, Missouri, or his designee, hereby is authorized to prepare and submit documents which are necessary in applying for the Land and Water Conservation Fund Grant.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 17th day of October 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2022-017 - A RESOLUTION to appoint new temporary members to the Finance Committee and to amend the charge of the Committee to include the review of City finances and recommend a long-term solution for employee compensation and staffing needs.

MEETING DATE
October 17, 2022

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

SUMMARY:

Following the election on August 3rd regarding Proposition Public Safety, a long-term solution is needed to improve compensation and staffing for the organization. If approved, this resolution would charge the Finance Committee with reviewing the City's finances to include revenues and expenditures and recommend a long-term solution to improve the City's ability to attract and retain current and future employees.

BACKGROUND:

The Finance Committee was created by resolution 2013-026 for the purpose of evaluating and analyzing ideas and proposals that have significant financial impact to the City. Finance Committee members are appointed by majority approval from the Mayor and Council. The Mayor and Council periodically assign items to the Committee and the Committee has a liaison from the Council to help with assigned items.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:
Resolution No. 2022-017

RESOLUTION NO. 2022-017

A RESOLUTION to appoint new temporary members to the Finance Committee and to amend the charge of the Committee to include the review of City finances and recommend a long-term solution for employee compensation and staffing needs.

WHEREAS, the Finance Committee was created by the City Council through Resolution 2013-026.

WHEREAS, upon majority approval from the Mayor and Council the Finance Committee is periodically assigned to review proposals or ideas with significant financial impact.

WHEREAS, the City Council desires to temporarily increase the number of members on the Finance Committee, and to charge the Committee to analyze the City's ability to improve employee compensation and staffing and recommend to the Mayor and Council long-term solutions.

WHEREAS, to enhance collaboration and provide a more comprehensive recommendation the Finance Committee is temporarily expanded to 13 members.

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

Section 1. The Finance Committee will have the following members for this assignment:

1. Tom Franz - CPA
2. Russ Alcorn - Financial Advisor
3. Andy Perigo- Mid Mo Bank
4. Mark Hensley-Freeman Business Analytics
5. Kathy Blood- Blood Tax Service
6. Cheryl Glass- Retired CPA
7. Terry Wachter- Retired Mercy Hospital
8. Linda Eis- MSSU
9. Ron Pence-Arvest Bank
10. Troy Hill- CPA
11. Dr. Diane Reid Adams- Former City Council Member
12. Dr. Ben Leavens- Retired Veterinarian and Former City Council Member
13. Randy Evans- Retired US Bank

Section 2. Upon completion of this assignment the Finance Committee will revert back to the original number of members and purpose established in Resolution 2013-026.

Section 3. That the City Manager shall designate appropriate City staff to serve as liaison to the Committee.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17 th day of October 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-452 – approving a Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society)

MEETING DATE
October 17, 2022

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2022-452 Humane Society Animal Sheltering Agreement

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

SUMMARY
This Council Bill authorizes an Animal Sheltering Agreement between the Joplin Humane Society, Inc. and the City of Joplin providing animal sheltering services for animals brought to it by the City's animal control program staff or by residents of the City.

BACKGROUND
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to provide sheltering services for animals brought to it by the City's animal control program staff or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals, or those animals collected for a violation of city code, and rabies quarantine services for animal involved in bite situations.

The Society has requested a 8.3% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, daily care charge, animal intake and tracking, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for the agreement is approx. $235,000.

The agreement period will be from November 1. 2022 through October 31, 2023. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive (1) year terms to coincide with the city fiscal year unless amended by both parties.

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2022-452 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2021 did receive 3,156 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of October, 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2022, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (St. Louis -All Urban Consumers), utilizing the most recently available 12 month period index from the previous year. If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of Agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Thirty-One and 07/100 ($31.07) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Nine and 69/100 ($9.69) dollars per animal.

(b) **Animal Sheltering Fee** of Nine and 10/100 ($9.10) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Seventeen and 48/100 ($17.48) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Thirteen and 79/100 ($13.79) dollars per animal.

(e) **Cremation Fee** of Seventeen and 66/100 ($17.66) Dollars or .60/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 85/100 ($5.85) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an

additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) days' notice, to temporarily suspend acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of November 2022 and continue until October 31, 2023. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

23. LOW COST RABIES CLINIC: The AARC and City agree to collaborate as necessary in providing low cost rabies clinic opportunities for residents of the city. Clinics may be City resident specific or the City may participate in other low cost rabies clinics offered to area residents by the AARC. Costs to the City for participation in low cost rabies clinics will be agreed upon by both parties prior to any clinic

Signed this _____ day of _____ 2022

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-453 – approving a 8.3% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October 17, 2022

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2022-452 Council Bill

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

SUMMARY
This Council Bill authorizes a 8.3% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services at the Joplin Humane Society, Inc. The annual CPI adjustment is allowed by the current agreement with the Society.

BACKGROUND
The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contracted has been amended from time to time to reflect changes in costs at the Society for services to the City.

- The changes in fees are shown below:
- Rabies Sample Processing Fee $28.69 to $31.07
- Animal Intake and Tracking Fee $8.95 to $9.69
- The per day care charge for impoundment for dogs or cats $8.40 to $9.10
- The per day quarantine charge for dogs and cats $16.14 to $17.48
- Animal euthanasia fee $12.73 to $13.79
- Animal cremation fee $16.31 to $17.66
- Small animal cremation fee $5.40 to $5.85

The fees would become effective November 1, 2022

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2022-453 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of the article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$9.69
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$9.10
(3) Quarantine Fee for each day or fraction thereof	$17.48
(4) Euthanasia Fee	$13.79
(5) Cremation Fee	$17.66
(6) Small Animal Cremation Fee	$5.85
(7) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.	

(c) Owners of impounded animals may retrieve or otherwise obtain the release of their animals from the Joplin Humane Society, Inc. only after they have made payment of

impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination.
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

Section 3. These fees are to be effective November 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of October, 2022.

_____
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 2022-532 – Approving a contract with Delta Dental to provide dental insurance for city employees.

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-532 Ordinance; Exhibit "A" Delta Dental Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves dental insurance coverage for city employees effective on January 1, 2023.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period, which began on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, Delta Dental provided a two-year rate guarantee. For the 2023 renewal, Delta has agreed to no change in the current rates. Currently, the estimated total annual cost for dental insurance is $307,000.00, with the total anticipated cost to the City of $204,000.00. The provisions of this insurance coverage are the same as the current benefit. The monthly premium for single coverage is $27.96, of which $19.58 is funded by the City and $8.38 is funded by the employee. The monthly premium for family coverage is $74.36, of which $48.34 is funded by the City while $26.02 is funded by the employee.

FUNDING SOURCE
This item is included in all funds based on payroll.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to begin open enrollment for city employees in November.

COUNCIL BILL NO. 2022-532 **ORDINANCE NO.**

AN ORDINANCE approving a renewal by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Renewal by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, 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 Renewal, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

DELTA DENTAL

EXHIBIT "A"

Renewal Rate Development

Group Name: CITY OF JOPLIN
Group Numbers: MO01210041
Renewal Period: 1/1/2023 through 12/31/2023
Funding: Fully-Insured
State: Missouri

	MO01210041	
Incurred Claim Analysis	**Prior**	**Current**
Beginning Experience Date:	1/1/2021	7/1/2021
Ending Experience Date:	6/30/2021	6/30/2022
Paid Claims:	$125,166	$261,131
Change in Reserves:	$24,976	-$7,615
Benefit Changes:	$0	$0
Seasonality Adjustment:	-$10,692	
Adjusted Incurred Claims:	$139,450	$253,516
Annual Trend Factor: 5.9% per Year	1.14	1.09
Projected Incurred Claims:	$158,653	$276,328
Exposure Months:	2,879	5,658
Projected Incurred Claims PEPM:	$55.11	$48.84
Period Weighting:	33.00%	67.00%
Weighted Projected Incurred Claims PEPM:	$50.91	
Projected Exposure Months:	5,448	
Weighted Projected Incurred Claims:	$277,342	

Rate Development	**Formula**	**Final**
Weighted Projected Incurred Claims:	$277,342	
Target Loss Ratio including Commissions:	84.89%	
Commission Percentage:	0.00%	
Required Premiums:	$326,697	
Annualized Premium at Current Rates:	$302,105	
Overall Increase:	**8.14%**	**0.00%**

Current Rates	
Employee	$27.96
Family	$74.36

Renewal Rates	
Employee	$27.96
Family	$74.36

08/30/22

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-533 – Approving a budget amendment for FY 2022

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-533 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2021-2022 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for utilities, such as telephone charges, electric charges, gas charges, water charges, wastewater charges, and freight charges.
- Amending various departments for fuel costs and central garage repairs.
- Amending various departments for repairs and contracts.
- Amending health self-insurance fund, worker's compensation and general liability insurance fund for claims costs.
- Amending TIF Transfers out for the current TIF agreements.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $6,015,850.00.

This is a budget amendment based on expected expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the accrual entries are completed for the annual audit.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2022-533 **ORDINANCE NO.**

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

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of Six Million Fifteen Thousand Eight Hundred Fifty Dollars and No Cents ($6,015,850.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
17-Oct-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-2205	Food & Beverage Supplies	$		1,000
	City Manager	001-0501-500-2050	Operatinal Supplies			1,000
	City Manager	001-0501-500-7005	Printing Services			3,500
	City Manager	001-0501-500-8310	Furnishings			7,000
	City Clerk	001-0801-500-3005	Electric Charges			300
	City Clerk	001-0801-500-5265	Maintenance Contracts			1,700
	City Clerk	001-0801-500-7005	Printing Services			300
	Building Regulations	001-1506-570-3115	Fuel, Oil & Diesel			2,500
	Building Regulations	001-1506-570-3205	Postage			400
	Building Regulations	001-1506-570-7030	Fees & Permits			800
	Finance	001-2003-500-7020	Legal Notices			3,000
	Information Technology	001-2501-500-2835	Equipment Lease & Rental			3,000
	Information Technology	001-2501-500-5265	Maintenance Contracts			20,000
	City Facility Maintenance	001-4502-520-3010	Gas Charges			13,000
	City Facility Maintenance	001-4502-520-3115	Fuel, Oil & Diesel			7,000
	City Facility Maintenance	001-4502-520-5265	Maintenance Contracts			1,500
	City Hall Maintenance	001-4504-520-3010	Gas Charges			8,000
	City Hall Maintenance	001-4504-520-4125	General Equipment Repairs			3,000
	City Hall Maintenance	001-4504-520-7030	Fees & Permits			1,000
	City Hall Maintenance	001-4504-520-8010	Building Improvements			15,000
	Engineering	001-4505-520-3115	Fuel, Oil & Diesel			6,000
	Police Administration	001-5501-510-3205	Postage			500
	Police Administration	001-5501-510-5055	Contractor Fees			3,000
	Police Patrol	001-5502-510-3115	Fuel, Oil & Diesel			50,000
	Police Patrol	001-5502-510-7030	Fees & Permits			1,000
	Police Investigations	001-5503-510-5265	Maintenance Contracts			500
	Police Investigations	001-5503-510-7081	Cyber Crimes Program			3,000
	Police Professional Stds	001-5504-510-3205	Postage			200
	Police Professional Stds	001-5504-510-4210	Central Garage Repairs			1,000
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies			20,000
	Police Jail Services	001-5507-510-3115	Fuel, Oil & Diesel			1,000
	Police Jail Services	001-5507-510-5055	Contractor Fees			6,000
	Police Special Services	001-5508-510-3010	Gas Charges			150
	Police Special Services	001-5508-510-4125	General Equipment Repairs			1,500
	Police Grants - Federal	001-5590-510-8220	Operating Equipment			6,000
	Fire Administration	001-6001-510-3115	Fuel, Oil & Diesel			3,000
	Fire Operations	001-6002-510-2010	Wearing Apparel			4,000
	Fire Operations	001-6002-510-2205	Food & Beverage Supplies			750
	Fire Operations	001-6002-510-2405	Hand Tools			5,000
	Fire Operations	001-6002-510-3010	Gas Charges			5,000
	Fire Operations	001-6002-510-3115	Fuel, Oil & Diesel			31,000
	Fire Operations	001-6002-510-4205	Vehicle Repairs			100,000
	Fire Operations	001-6002-510-7030	Fees & Permits			1,000
	Fire Prevention	001-6003-510-3115	Fuel, Oil & Diesel			1,000
	Fire Hydrant	001-6006-510-4125	General Equipment Repairs			6,000
	Cemeteries	001-6540-560-3115	Fuel, Oil & Diesel			4,000
	Cemeteries	001-6540-560-8210	Motor Vehicles			20,000
	Emergency Management	001-7001-510-3115	Fuel, Oil & Diesel			500
	Neighborhood Improvement	001-8001-520-3115	Fuel, Oil & Diesel			2,000
	TIF Transfer	001-9003-500-9805	TIF Transfer Out			50,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
17-Oct-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Total General Fund			$	-	426,100
010	Pension Sales Tax					
	P&F Pension Services	010-2005-500-7175	Contribution to Pension Plan	$		1,500,000
	Total Pensioni Sales Tax Fund			$	-	1,500,000
101	Public Safety Sales Tax					
	Police	101-5575-510-1720	Employee Recruitment	$		150,000
	Police	101-5575-510-3015	Telephone Charges			4,000
	Police	101-5575-510-3115	Fuel, Oil & Diesel			18,000
	Police	101-5575-510-4210	Central Garage Repairs			10,000
	Fire	101-6075-510-2010	Wearing Apparel			15,000
	Fire	101-6075-510-3010	Gas Charges			1,000
	Fire	101-6075-510-6060	Paramedic Training			1,500
	Training Center	101-6275-510-2015	Janitorial Supplies			1,500
	Training Center	101-6275-510-3010	Gas Charges			10,000
	TIF Transfer	101-9003-510-9805	TIF Transfer Out			25,000
	Total Public Safety Sales Tax Fund			$	-	236,000
110	Health Fund					
	Health Administration	110-3501-550-3115	Fuel, Oil & Diesel	$		300
	Health Administration	110-3501-550-4120	Building Repairs			1,000
	Health Administration	110-3501-550-8210	Motor Vehicles			6,000
	Health WIC Services	110-3502-550-8315	Computer Equipment			7,500
	Health Medical Services	110-3504-550-2805	Promotional Materials			10,000
	Health Animal Control	110-3505-550-3005	Electric Charges			1,000
	Health Animal Control	110-3505-550-3115	Fuel, Oil & Diesel			3,000
	Health Animal Control	110-3505-550-4210	Central Garage Repairs			15,000
	Total Health Fund			$	-	43,800
115	Parks Fund					
	Parks Administration	115-6501-560-2130	Small Office Furnishings	$		600
	Parks Pools	115-6510-560-1210	Seasonal Wages			50,000
	Parks Pools	115-6510-560-2210	Resale Concession Supplies			4,000
	Parks Pools	115-6510-560-2605	Chemicals & Lab Supplies			8,500
	Parks Pools	115-6510-560-3020	Water Charges			40,000
	Parks Recreation Programs	115-6511-560-2815	Special Events & Promotions			7,000
	Parks Recreation Programs	115-6511-560-5055	Contractor Fees			6,000
	Parks Recreation Programs	115-6511-560-5250	Officiating Services			3,000
	Parks Recreation Programs	115-6511-560-7015	Advertising			3,000
	Parks Recreation Programs	115-6511-560-7131	Merchant Card Service Fees			1,000
	Parks Senior Services	115-6512-560-3010	Gas Charges			5,000
	Parks Senior Services	115-6512-560-4105	Property Repairs & Maintenance			2,500
	Parks Museum Operations	115-6514-560-2050	Operational Supplies			2,000
	Parks Museum Operations	115-6514-560-2835	Equipment Lease & Rental			2,000
	Parks Museum Operations	115-6514-560-3015	Telephone Charges			500
	Parks Museum Operations	115-6514-560-4105	Property Repairs & Maintenance			750
	Parks Museum Operations	115-6514-560-5265	Maintenance Contracts			2,500

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
17-Oct-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Parks Athletic Complex	115-6516-560-2050	Operational Supplies			700
	Parks Athletic Complex	115-6516-560-3020	Water Charges			1,000
	Parks Athletic Complex	115-6516-560-3115	Fuel, Oil & Diesel			13,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			5,000
	Parks Athletic Complex	115-6516-560-7205	Resale Inventory			5,000
	Parks Grounds Maintenance	115-6532-560-2015	Janitorial Supplies			7,500
	Parks Grounds Maintenance	115-6532-560-3020	Water Charges			30,000
	Parks Grounds Maintenance	115-6532-560-3115	Fuel, Oil & Diesel			7,500
	Parks Grounds Maintenance	115-6532-560-4105	Property Repairs & Maintenance			10,000
	Total Parks Fund			$	-	218,050
120	Solid Waste Management Fund					
	Planning Administration	120-4510-540-3035	Sanitation Charges			3,000
	Special Programs	120-4511-540-7405	City Wide Cleanup Program			20,000
	Grants - State	120-4591-540-1010	Regular Wages			40,000
	Total Solid Waste Management Fund			$	-	63,000
130	Parks & Stormwater Sales Tax Fund					
	Transfers Out	130-9003-530-9805	TIF Transfer Out			7,000
	Transfers Out	130-9003-560-9805	TIF Transfer Out			10,000
	Total Parks & Stormwater Sales Tax Fund			$	-	17,000
140	TST Fund					
	Street Maintenance	140-4520-530-2050	Operational Supplies			10,000
	Street Maintenance	140-4520-530-2120	General Office Supplies			1,200
	Street Maintenance	140-4520-530-3020	Water Charges			500
	Street Maintenance	140-4520-530-3115	Fuel, Oil & Diesel			30,000
	Street Maintenance	140-4520-530-4110	Utility Cuts			150,000
	Street Maintenance	140-4520-530-5055	Contractor Fees			81,000
	Street Maintenance	140-4520-530-6105	Dues & Memberships			3,500
	Street Maintenance	140-4520-530-7030	Fees & Permits			1,600
	Traffic Control	140-4530-530-2510	Traffic Paint/Marking Supplies			5,000
	Traffic Control	140-4530-530-3115	Fuel, Oil & Diesel			1,500
	Traffic Signal Maintenance	140-4531-530-3115	Fuel, Oil & Diesel			1,000
	Paratransit System	140-5002-530-3115	Fuel, Oil & Diesel			58,000
	Paratransit System	140-5002-530-7131	Merchant Card Service Fee			1,000
	Paratransit System	140-5002-530-8210	Motor Vehicles			137,000
	Transfers Out	140-9003-530-9805	TIF Transfer Out			25,000
	Total TST Fund			$	-	506,300
145	Capital Improvement Sales Tax Fund					
	Transfers Out	145-9003-520-9805	TIF Transfer Out			20,000
	Total Capital Improvement Sales Tax Fund			$	-	20,000
150	Community Planning Fund					
	Planning & Zoning	150-1505-570-1520	Vacation Pay			10,000
	Planning & Zoning	150-1505-570-5010	Consulting Fees			7,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
17-Oct-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	CDBG-DR	150-1515-570-3015	Telephone Charges			400
	CDBG-DR	150-1515-570-6110	Publications & Subscriptions			3,000
	CDBG-DR	150-1515-570-7514	SMART City			331,000
	Total Community Planning Fund			$	-	351,400
310	Public Improvement Fund					
	Special Assessments	310-4560-520-4115	Other Property Repairs	$		45,000
	Total Public Improvement Fund			$	-	45,000
405	Airport Fund					
	Regional Airport	405-5004-520-2105	Computer Supplies			2,700
	Regional Airport	405-5004-520-2745	Portable Communication Supplies			500
	Regional Airport	405-5004-520-2825	Safety Equipment			5,000
	Regional Airport	405-5004-520-3010	Gas Charges			2,000
	Regional Airport	405-5004-520-3115	Fuel, Oil & Diesel			2,000
	Regional Airport	405-5004-520-4105	Property Repairs & Maintenance			12,000
	Regional Airport	405-5004-520-4210	Central Garage Repairs			20,000
	Regional Airport	405-5004-520-5010	Consulting Fees			25,000
	Regional Airport	405-5004-520-5225	Marketing/Public Relations			11,000
	Total Airport Fund			$	-	80,200
410	Golf Course Fund					
	Golf Administration	410-6520-560-2210	Resale Concessions	$		15,000
	Golf Administration	410-6520-560-2815	Special Events & Promotions			1,500
	Golf Administration	410-6520-560-3115	Fuel, Oil & Diesel			20,000
	Golf Administration	410-6520-560-7005	Printing Services			1,500
	Golf Administration	410-6520-560-7205	Resale Inventory			8,500
	Grounds Maintenance	410-6521-560-2030	Maintenance Supplies			6,000
	Grounds Maintenance	410-6521-560-2605	Chemical & Lab Supplies			1,500
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			4,000
	Grounds Maintenance	410-6521-560-4105	Property Repairs & Maintenance			10,000
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			10,000
	Total Golf Course Fund			$	-	78,000
415	Sanitary Sewer Fund					
	Sewer Treatment	415-4541-540-2030	Maintenance Supplies	$		10,000
	Sewer Treatment	415-4541-540-2606	Wastewater Chemical Supplies			15,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			120,000
	Sewer Treatment	415-4541-540-3020	Water Charges			20,000
	Sewer Treatment	415-4541-540-3115	Fuel, Oil & Diesel			20,000
	Sewer Treatment	415-4541-540-3210	Freight & Delivery			20,000
	Sewer Treatment	415-4541-540-4105	Property Repairs & Maintenance			250,000
	Sewer Treatment	415-4541-540-5055	Contractor Fees			80,000
	Sewer Treatment	415-4541-540-7030	Fees & Permits			15,000
	Sewer Maintenance	415-4542-540-2825	Safety Equipment			8,000
	Sewer Maintenance	415-4542-540-3115	Fuel, Oil & Diesel			10,000
	Sewer Maintenance	415-4542-540-6105	Dues & Memberships			2,000
	Total Sanitary Sewer Fund			$	-	570,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
17-Oct-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
505	Central Garage Fund					
	Central Garage	505-7870-500-3115	Fuel, Oil & Diesel	$		40,000
	Central Garage	505-7870-500-5265	Maintenance Contracts			3,000
	Central Garage	505-7870-500-7220	Cost of Fuel & Oil Sales			300,000
	Total Central Garage Fund			$	-	343,000
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-5305	Judgments & Claims	$		1,000,000
	Employee Health	510-7504-500-7030	Fees & Permits			5,000
	Total Health Self-Insurance Fund			$	-	1,005,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		400,000
	Workers Compensation	512-7503-500-7030	Fees & Permits			7,000
	Workers Compensation	512-7503-500-7140	Insurance Premiums			20,000
	Total Workers Compensation Fund			$	-	427,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-7140	Insurance Premiums	$		50,000
	Total General Liability Insurance Fund			$	-	50,000
520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-3015	Telephone Charges	$		35,000
	Radio Services	520-8503-510-3115	Fuel, Oil & Diesel			1,000
	Total Emergency Communications Fund			$	-	36,000
	Grand Total			$	-	6,015,850

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-534 – Approving the FY 2023 Budget

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-534 Ordinance; Budget Summary for the FY 2023 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation-Proposed to Adopted

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

SUMMARY
This Council Bill approves the 2022-2023 budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2022-2023 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $141,264,086.00 in revenue (including transfers) and $159,315,125.00 in appropriations (including transfers).

FUNDING SOURCE
This item is not applicable for the budget adoption.

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

COUNCIL BILL NO. 2022-534 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2022 to October 31, 2023, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years; and,

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon.

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

Section 1. The FY 2022-2023 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2022 to October 31, 2023.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2022 to October 31, 2023 are $141,264,086.00 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2022 to October 31, 2023 are $159,315,125.00.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2021-2022 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2022. The amount of the increase to the FY 2022-2023 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That, if and when, appropriations are made during the Budget period November 1, 2022 to October 31, 2023, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the

requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. 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 that said Ordinance deals with setting appropriations for next fiscal year 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
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2022-2023

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
Parks & Recreation Fund	Transfer In from Parks & Stormwater Sales Tax Fund	(2)	-	300,000	300,000
	Transfer from General Fund	(2)	2,346,500	2,146,500	(200,000)
Community Planning	Federal Grants Adjustment	(2)	2,856,228	2,868,178	11,950
	State Grants Adjustment	(2)	454,447	457,800	3,353
Municipal Golf Course Fund	Concession Fee	(2)	60,000	61,000	1,000
Worker's Comp fund	Payroll Adjustment	(2)	1,097,564	1,145,092	47,528
	Total Revenue Increase/(Decrease)		**$ 6,814,739**	**$ 6,978,570**	**$ 163,831**
APPROPRIATIONS					
General Fund	Payroll Adjustment	(2)	18,715,285	19,575,446	860,161
	Transfer to Parks Fund	(2)	$ 2,346,500	$ 2,146,500	(200,000)
Public Safety Sales Tax	Police - City Hall Mezzanine Remodel	(2)	191,100	-	(191,100)
	Payroll Adjustment	(2)	4,199,756	4,305,562	105,806
Convention & Tourism	Website Hosting Fee	(1)	-	9,300	9,300
	Payroll Adjustment	(2)	297,949	304,056	6,107
Health & Welfare	Payroll Adjustment	(2)	2,025,038	2,089,113	64,075
Administration	Replacement Minivan Purchased in FY 2022	(1)	31,000	-	(31,000)
Parks & Recreation	Payroll Adjustment	(2)	1,892,615	1,952,158	59,543
Solid Waste	Payroll Adjustment	(2)	220,459	227,565	7,106
Parks & Stormwater Sales Tax	Payroll Adjustment	(2)	646,588	847,626	201,038
Public Works	TS0807 - 17th & Mina (Design)	(2)	-	292,880	292,880
	TS0807 - 17th & Mina (ROW)	(2)	-	234,310	234,310
	TS0812 - 26th Street Twin Culverts (Design)	(2)	-	87,480	87,480
Parks & Recreation	TS0701 - Ewert Park Splash Park w/Ice Ribbon	(2)	-	5,000,000	5,000,000
	TS0704 - Ewert Park Kiosk & Interpretive Signage	(2)	-	29,375	29,375
	TS0707 - Overlay/Resurface Sports Courts	(2)	-	64,000	64,000
	TS0708 - Park Beautification - 1/2-Ton Extended Cab 4x4 Truck	(2)	-	28,000	28,000
	TS0708 - Park Beautification - Park Entryway Sign (6)	(2)	-	80,000	80,000
	TS0708 - Park Beautification - Landscaping	(2)	-	19,638	19,638
	TS0711 - Tin Cup Trail Phase II	(2)	-	1,000,000	1,000,000
Transfer Out	Transfer to Parks & Recreation Fund	(2)	-	300,000	300,000
Transportation Sales Tax Fund	Payroll Adjustment	(2)	2,801,406	2,890,489	89,083
Capital Improvement Sales Tax	Payroll Adjustment	(2)	149,685	154,806	5,121
Community Planning	Payroll Adjustment	(2)	592,080	609,265	17,185
Regional Airport	Payroll Adjustment	(2)	663,610	684,668	21,058
Muncipal Golf Course	Payroll Adjustment	(2)	360,359	370,762	10,403
Sanitary Sewer	Payroll Adjustment	(2)	3,117,782	3,216,961	99,179
	Replace Intermediate Screw Pump - Turkey Creek (2)	(2)	500,000	-	(500,000)
Central Garage	Payroll Adjustment	(2)	278,742	288,553	9,811
Worker's Compensation Self-Insurance	Payroll Adjustment	(2)	26,046	26,949	903
Liability & Property Self-Insurance	Payroll Adjustment	(2)	26,046	26,949	903
Emergency Communications	Payroll Adjustment	(2)	1,295,126	1,340,369	45,243
	Total Appropriation Increase/(Decrease)		**$ 40,377,172**	**$ 48,202,780**	**$ 7,825,608**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 69,245,850	$ -	$ 1,061,750	$ 70,307,600
Licenses & Permits	1,897,100	-	-	1,897,100
Fines & Forfeitures	749,100	-	-	749,100
Service Charges & User Fees	3,584,550	24,516,193	-	28,100,743
Charges & Assessments	1,388,614	9,480,529	-	10,869,143
Other Income & Donations	503,900	871,550	250	1,375,700
Intergovernmental	14,002,752	1,742,446	-	15,745,198
TOTAL REVENUES	**$ 91,371,866**	**$ 36,610,718**	**$ 1,062,000**	**$ 129,044,584**
EXPENDITURES				
General Government	$ 6,881,100	$ 11,996,550	$ 1,162,000	$ 20,039,650
Public Safety	33,338,364	1,960,579	-	35,298,943
Public Works	2,516,460	2,757,729	-	5,274,189
Highways & Streets	37,036,569	-	-	37,036,569
Environmental	3,158,222	11,604,004	-	14,762,226
Health Services	2,883,041	-	-	2,883,041
Culture & Recreation	13,532,120	871,468	-	14,403,588
Social Services	5,677,842	-	-	5,677,842
Debt Service	-	278,626	-	278,626
Infrastructure/Economic Development	8,437,000	-	-	8,437,000
TOTAL EXPENDITURES	**$113,460,718**	**$ 29,468,956**	**$ 1,162,000**	**$ 144,091,674**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (22,088,852)**	**$ 7,141,762**	**$ (100,000)**	**$ (15,047,090)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 11,398,502	$ 821,000	$ -	12,219,502
Transfers Out	(13,421,394)	(1,802,057)	-	(15,223,451)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,022,892)**	**$ (981,057)**	**$ -**	**$ (3,003,949)**
NET CHANGE IN FUND BALANCE	**$ (24,111,744)**	**$ 6,160,705**	**$ (100,000)**	**$ (18,051,039)**
FUND BALANCE, BEGINNING OF YEAR	**$ 81,746,848**	**$ 159,406,960**	**$ 10,898,997**	**$ 252,052,805**
FUND BALANCE, END OF YEAR	**$ 57,635,104**	**$ 165,567,665**	**$ 10,798,997**	**$ 234,001,766**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 140,016,032	$ -	$ 140,016,032
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	17,772,999	-	-	17,772,999
Unrestricted Fund Balance/Net Assets	39,862,105	21,847,872	10,798,997	72,508,974
TOTAL FUND BALANCE SUMMARY	**$ 57,635,104**	**$ 165,567,665**	**$ 10,798,997**	**$ 234,001,766**

Summary of Governmental Funds

	General Fund	1/2-Cent Sales Tax Pension	Public Safety Sales Tax Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund
REVENUES							
Taxes	$ 24,852,000	$ 9,201,000	$ 9,201,000	$ 1,510,000	$ 518,200	$ 518,200	$ 518,200
Licenses & Permits	1,871,300	-	-	-	-	1,500	-
Fines & Forfeitures	749,100	-	-	-	-	-	-
Service Charges & User Fees	146,500	-	6,000	-	10,650	561,500	2,715,000
Charges & Assessments	220,014	-	-	1,000	118,600	-	30,000
Other Income & Donations	342,900	-	-	500	11,000	30,000	-
Federal Grants	558,942	-	-	-	400,599	-	-
State Grants	82,700	-	-	22,500	752,709	-	81,780
Local Grants	201,800	-	-	-	51,000	-	-
TOTAL REVENUES	**$ 29,025,256**	**$ 9,201,000**	**$ 9,207,000**	**$ 1,534,000**	**$ 1,862,758**	**$ 1,111,200**	**$ 3,344,980**
EXPENDITURES							
General Government	$ 6,828,189	$ -	$ -	$ -	$ -	$ -	$ 52,911
Public Safety	17,217,654	8,946,000	7,174,710	-	-	-	-
Public Works	2,002,960	-	400,000	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	3,158,222
Health Services	-	-	-	-	2,883,041	-	-
Culture & Recreation	425,411	-	-	1,363,595	-	3,522,756	-
Social Services	2,082,330	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 28,556,544**	**$ 8,946,000**	**$ 7,574,710**	**$ 1,363,595**	**$ 2,883,041**	**$ 3,522,756**	**$ 3,211,133**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 468,712**	**$ 255,000**	**$ 1,632,290**	**$ 170,405**	**$ (1,020,283)**	**$ (2,411,556)**	**$ 133,847**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 4,932,002	$ -	$ -	$ -	$ 1,020,000	$ 2,446,500	$ -
Transfers Out	(5,114,126)	-	(1,598,519)	(75,164)	(65,364)	(136,607)	(57,803)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (182,124)**	**$ -**	**$ (1,598,519)**	**$ (75,164)**	**$ 954,636**	**$ 2,309,893**	**$ (57,803)**
NET CHANGE IN FUND BALANCE	**$ 286,588**	**$ 255,000**	**$ 33,771**	**$ 95,241**	**$ (65,647)**	**$ (101,663)**	**$ 76,044**
FUND BALANCE, BEG. OF YEAR	**$ 20,305,358**	**$ 3,722,633**	**$ 7,844,477**	**$ 1,630,950**	**$ 1,855,541**	**$ 183,158**	**$ 1,877,683**
FUND BALANCE, END OF YEAR	**$ 20,591,946**	**$ 3,977,633**	**$ 7,878,248**	**$ 1,726,191**	**$ 1,789,894**	**$ 81,495**	**$ 1,953,727**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ -	$ -	$ 1,367,524	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	6,510,724	-	-	-	-
Reserved for Contingency	5,917,118	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	3,977,633	-	-	-	-	-
Unrestricted Fund Balance	14,674,828	-	-	1,726,191	1,789,894	81,495	1,953,727
TOTAL FUND BALANCE SMRY	**$ 20,591,946**	**$ 3,977,633**	**$ 7,878,248**	**$ 1,726,191**	**$ 1,789,894**	**$ 81,495**	**$ 1,953,727**

Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Amrican Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 4,600,500	$ 11,426,000	$ 6,900,750	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,245,850
-	-	-	24,300	-	-	-	-	-	1,897,100
-	-	-	-	-	-	-	-	-	749,100
-	125,700	-	19,200	-	-	-	-	-	3,584,550
-	928,000	-	50,000	-	-	-	-	41,000	1,388,614
-	99,500	-	-	-	-	-	20,000	-	503,900
-	-	-	2,868,178	-	-	-	6,192,000	-	10,019,719
-	1,107,744	-	457,800	-	-	-	10,000	-	2,515,233
-	15,000	1,200,000	-	-	-	-	-	-	1,467,800
$ 4,600,500	**$ 13,701,944**	**$ 8,100,750**	**$ 3,419,478**	**$ -**	**$ -**	**$ -**	**$ 6,222,000**	**$ 41,000**	**$ 91,371,866**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,881,100
-	-	-	-	-	-	-	-	-	33,338,364
-	-	-	-	-	-	-	-	113,500	2,516,460
2,706,858	9,325,788	25,003,923	-	-	-	-	-	-	37,036,569
-	-	-	-	-	-	-	-	-	3,158,222
-	-	-	-	-	-	-	-	-	2,883,041
8,220,358	-	-	-	-	-	-	-	-	13,532,120
-	-	-	3,595,512	-	-	-	-	-	5,677,842
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	8,437,000	-	8,437,000
$ 10,927,216	**$ 9,325,788**	**$ 25,003,923**	**$ 3,595,512**	**$ -**	**$ -**	**$ -**	**$ 8,437,000**	**$ 113,500**	**$ 113,460,718**
$ (6,326,716)	**$ 4,376,156**	**$ (16,903,173)**	**$ (176,034)**	**$ -**	**$ -**	**$ -**	**$ (2,215,000)**	**$ (72,500)**	**$ (22,088,852)**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ -	$ 11,398,502
(613,264)	(5,325,761)	(421,057)	(13,729)	-	-	-	-	-	(13,421,394)
$ (613,264)	**$ (5,325,761)**	**$ (421,057)**	**$ (13,729)**	**$ -**	**$ -**	**$ -**	**$ 3,000,000**	**$ -**	**$ (2,022,892)**
$ (6,939,980)	**$ (949,605)**	**$ (17,324,230)**	**$ (189,763)**	**$ -**	**$ -**	**$ -**	**$ 785,000**	**$ (72,500)**	**$ (24,111,744)**
$ 7,547,744	**$ 12,133,229**	**$ 19,614,818**	**$ 510,390**	**$ 3,816,577**	**$ -**	**$ -**	**$ 145,039**	**$ 559,251**	**$ 81,746,848**
$ 607,764	**$ 11,183,624**	**$ 2,290,588**	**$ 320,627**	**$ 3,816,577**	**$ -**	**$ -**	**$ 930,039**	**$ 486,751**	**$ 57,635,104**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,367,524
-	-	-	-	-	-	-	-	-	6,510,724
-	-	-	-	-	-	-	-	-	5,917,118
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	3,977,633
607,764	11,183,624	2,290,588	320,627	3,816,577	-	-	930,039	486,751	39,862,105
$ 607,764	**$ 11,183,624**	**$ 2,290,588**	**$ 320,627**	**$ 3,816,577**	**$ -**	**$ -**	**$ 930,039**	**$ 486,751**	**$ 57,635,104**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	787,845	731,800	19,480,000	-
Charges & Assessments	-	10,000	280,000	1,683,000
Other Income & Donations	10,000	2,500	2,550	-
Federal Grants	1,742,446	-	-	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 2,540,291**	**$ 744,300**	**$ 19,762,550**	**$ 1,683,000**
EXPENSES				
General Government	$ -	$ -	$ 1,014,529	$ 1,503,876
Public Safety	-	-	-	-
Public Works	2,757,729	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	11,604,004	-
Health Services	-	-	-	-
Culture & Recreation	-	871,468	-	-
Social Services	-	-	-	-
Debt Service	-	-	278,626	-
TOTAL EXPENSES	**$ 2,757,729**	**$ 871,468**	**$ 12,897,159**	**$ 1,503,876**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ (217,438)**	**$ (127,168)**	**$ 6,865,391**	**$ 179,124**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 171,000	$ -	$ -
Transfers Out	(164,501)	(30,431)	(1,473,596)	(46,787)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 485,499**	**$ 140,569**	**$ (1,473,596)**	**$ (46,787)**
NET CHANGE IN NET ASSETS	**$ 268,061**	**$ 13,401**	**$ 5,391,795**	**$ 132,337**
NET ASSETS, BEGINNING OF YEAR	**$ 50,806,001**	**$ 617,440**	**$ 99,327,525**	**$ 557,063**
NET ASSETS, END OF YEAR	**$ 51,074,062**	**$ 630,841**	**$ 104,719,320**	**$ 689,400**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 47,324,835	$ 630,717	$ 89,916,866	$ 293,404
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	3,749,227	124	11,098,693	395,996
TOTAL NET ASSETS SUMMARY	**$ 51,074,062**	**$ 630,841**	**$ 104,719,320**	**$ 689,400**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,205,000	-	-	2,311,548	24,516,193
5,000,000	1,148,695	1,358,834	-	9,480,529
855,000	1,500	-	-	871,550
-	-	-	-	1,742,446
-	-	-	-	-
-	-	-	-	-
$ 7,060,000	**$ 1,150,195**	**$ 1,358,834**	**$ 2,311,548**	**$ 36,610,718**
$ 6,995,800	$ 1,098,696	$ 1,383,649	$ -	$ 11,996,550
-	-	-	1,960,579	1,960,579
-	-	-	-	2,757,729
-	-	-	-	-
-	-	-	-	11,604,004
	-	-	-	-
-	-	-	-	871,468
-	-	-	-	-
-	-	-	-	278,626
$ 6,995,800	**$ 1,098,696**	**$ 1,383,649**	**$ 1,960,579**	**$ 29,468,956**
$ 64,200	**$ 51,499**	**$ (24,815)**	**$ 350,969**	**$ 7,141,762**
$ -	$ -	$ -	$ -	$ 821,000
-	-	-	(86,742)	(1,802,057)
$ -	**$ -**	**$ -**	**$ (86,742)**	**$ (981,057)**
$ 64,200	**$ 51,499**	**$ (24,815)**	**$ 264,227**	**$ 6,160,705**
$ 2,822,995	**$ 1,538,557**	**$ 1,427,994**	**$ 2,309,385**	**$ 159,406,960**
$ 2,887,195	**$ 1,590,056**	**$ 1,403,179**	**$ 2,573,612**	**$ 165,567,665**
$ 7,613	$ -	$ -	$ 1,842,597	$ 140,016,032
-	-	-	-	3,703,761
2,879,582	1,590,056	1,403,179	731,015	21,847,872
$ 2,887,195	**$ 1,590,056**	**$ 1,403,179**	**$ 2,573,612**	**$ 165,567,665**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,061,750	$ -	$ 1,061,750
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	250	-	250
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,062,000**	**$ -**	**$ 1,062,000**
EXPENDITURES			
General Government	$ 1,007,000	$ 155,000	$ 1,162,000
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 1,007,000**	**$ 155,000**	**$ 1,162,000**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 55,000**	**$ (155,000)**	**$ (100,000)**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 55,000**	**$ (155,000)**	**$ (100,000)**
FUND BALANCE, BEGINNING OF YEAR	**$ 1,833,588**	**$ 9,065,409**	**$ 10,898,997**
FUND BALANCE, END OF YEAR	**$ 1,888,588**	**$ 8,910,409**	**$ 10,798,997**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	1,888,588	8,910,409	10,798,997
TOTAL FUND BALANCE SUMMARY	**$ 1,888,588**	**$ 8,910,409**	**$ 10,798,997**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-535 – Approving the creation of a Park Ranger job description and placement on the Salary Administration Plan

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-535 Ordinance; Park Ranger Job Description

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; Parks and Recreation Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the creation of the Park Ranger position, job description and placement in the Salary Administration Plan.

BACKGROUND
Following public input and feedback received during the City Manager's Listening Tour, the City Council adopted a Vision and Goals to help improve the Community on behalf of residents and visitors to Joplin. City staff then developed Action Plans or Strategies to achieve the goals established by the City Council. The voters of Joplin approved a Use Tax in order to fund these Action Plans.

Strategy 14 of the Reduce Crime and Increase Safety Goal included hiring Park Ranger(s) to improve visibility and safety for citizens visiting and utilizing the City's parks system. This new position and expenditures related to providing this service will be funded by a portion of the parks and stormwater use tax proceeds. Those proceeds will currently support hiring two Park Rangers.

Staff researched the development of this position and the proposed service in order to achieve this Action Plan and, ultimately, the desire of the public. Following this research, the Parks Director and Police Chief collaborated to develop the job description and work plan for this position, resulting in the attached recommended Park Ranger job description. This position and the related expenditures are included in the fiscal year 2023 budget.

FUNDING SOURCE
This service will be funded by the Parks and Stormwater Use Tax proceeds and is included in the fiscal year 2023 budget.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to purchase the necessary equipment and hire the two Park Rangers.

COUNCIL BILL NO. 2022-535 **ORDINANCE NO.**

AN ORDINANCE approving the job description for Park Ranger and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

WHEREAS, the Joplin City Council adopted certain goals based on public input and feedback gathered through the City Manager's Listening Tour; and,

WHEREAS, Action Plans were developed to meet the City Council goals for the overall betterment of the Community; and,

WHEREAS, Strategy 14 of the Reduce Crime and Increase Safety Goal included hiring Park Ranger(s) utilizing the parks and stormwater use tax proceeds; and,

WHEREAS, the Proposition Action Committee supports the creation of this position to implement this Action Plan and,

WHEREAS, the City Council of the City of Joplin desires to create this position to help meet the overall goal of reducing crime and increasing safety on behalf of the residents and visitors to Joplin's parks system.

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

Section 1. That approval of the job description for Park Ranger for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That placement of the Park Ranger position will be a Range 160 within the Salary Administration Plan.

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to create the new position in accordance with the attached, for and on behalf of the City of Joplin.

Section 4. 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 that said Ordinance deals with budget changes for the upcoming fiscal year 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

Job Description

Job Title:	Park Ranger	Classification:	Classified
Department:	Parks and Recreation	Grade:	160
Occupational Group:	Safety Services	FLSA:	Non-Exempt
Status:	Full-Time	Supervisory:	No

Primary Purpose

Park Security Officer will serve as uniformed ambassadors representing the Parks and Recreation Department protecting the parks and facilities within the City of Joplin Parks system.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Patrols municipal park areas and facilities to prevent and discover vandalism, unruly conduct, and other violations of municipal ordinances.
2. Observes public gatherings; identifies violators; calls for police backup if involuntary detention or arrest is necessary.
3. Responds to guest or staff accidents/injuries/complaints and completes all necessary reports to document the incident.
4. Locks gates, park restrooms and checks windows/doors after facilities close.
5. Contact emergency personnel (Police/Fire/EMS) when needed.
6. Develops and maintains good public relations with the public and law enforcement officers.
7. Reports park maintenance issues or hazardous conditions to park maintenance staff.
8. Provides general assistance to the public (directions, lost children, lost or loose animals, etc.)
9. Assists with private/community events (parking, information, trail closures, etc.)
10. Explains park rules and regulations to public when needed.
11. Manages all Parks and Recreation security systems, such as:
    a. Portable surveillance cameras
    b. Data storage management
    c. Monitor system outages/repairs
12. Inspect, monitor, and report illegal camp sites on park property.
13. Monitor and respond to unlicensed motor vehicles (minibikes, ATV, etc.)
14. Make sure alcohol is not sold/consumed except where permitted.
15. Monitors facility and athletic reservations.
16. Close athletic fields due to cancellations and prohibit use of facilities when closed.
17. Ensure excessive noise compliance during park hours (park shelters, rental buildings, skate park, etc.).
18. Ensure animal compliance (dog off-leash) within the park system.
19. Assists with graffiti prevention.

Other Duties

- Write, maintain, and present detailed reports, noting any damages, theft, accidents, or other irregular activity.
- Assist in miscellaneous duties when required or instructed by supervisor, the following includes:
    a. Clean, sanitize and stock public restrooms as needed.
    b. Clear snow from sidewalks.
    c. Repair electrical and/or plumbing issues.
    d. Sweep and mop shelter floors as needed.
    e. Collect trash within the park system (grounds, playgrounds, etc.).
    f. Perform minor repairs to playground equipment
    g. Paint over graffiti in prominent areas
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of: Basic or commonly used rules, procedures or operations associated with law enforcement; knowledge of all park rules and regulations and municipal ordinances which regulate the use of the city's parks or the ability to acquire such knowledge during the probationary period; Microsoft Office Suite.

Ability to: Communicate effectively with a variety of people, answer questions and explain information courteously and tactfully with patrons; apply diversity, equity, inclusiveness, and all access lens to daily decision making; identify and prevent hazards, implement solutions, maintain safe environments; work independently and make independent judgements and decisions with minimal supervision; maintain a neat, professional appearance; establish and maintain effective working relationships with supervisor, other staff members, and the general public; communicate clearly and concisely via telephone and police radio; work evenings and weekends.

Education: Must be 18 years of age; High school diploma or GED equivalent

Experience: Former military, law enforcement and/or security experience preferred

Licenses and Certifications: Possess and maintain a valid state issued driver's license; current First Aid/CPR Certification or ability to obtain upon hire; basic pepper spray certification or ability to obtain upon hire

Physical Demands Requirements and Working Conditions

This position works predominantly in an outdoor environment. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment, as well as operate a variety of hand tools and equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in-person and over the telephone or radio. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 100 pounds, or heavier with the proper use of equipment. Must possess the ability to operate a motor vehicle; strength, stamina, and mobility to perform light to heavy physical work in confined spaces; operate a variety of hand and power tools and equipment. Employees working indoors are exposed to moderate noise levels,

controlled temperature conditions, and no direct exposure to hazardous physical substances. When working outdoors, employees may be exposed to loud noise levels, cramped spaces and conditions, and mechanical hazards associated with equipment and other hazards due to working around the public. Employees may interact with upset members of the public or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam, and drug test as a condition of employment with the City of Joplin.

Revision Date: 11/1/2022	Type of Change: New Position
Revision details: Position is being created as the result of the Action Plans.	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-536 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions.

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-536 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions.

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions. This bill also establishes pay rates for all city employees.

BACKGROUND
During the budget work sessions, City Council informally approved a 4% inflation adjustment to the Salary Administration Plan for general employees, as well as created a new position, effective November 1, 2022. City Council has also granted a 4% pay adjustment for certain Council employees.

This increase has been reflected on the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions.

FUNDING SOURCE
This item is included in the adopted fiscal year 2023 budget.

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

COUNCIL BILL NO. 2022-536 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 and Part-Time/Seasonal positions for Fiscal Year 2022-2023; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2022-138 on September 6, 2022; and,

WHEREAS, the City Council desires to grant a 4% inflation adjustment to the Salary Administration Plan for all Employees effective November 1, 2022; 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 November 1, 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 2022-2023, 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 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 5. That the Annual Salary for the City Attorney, City Clerk, Municipal Judge, and the Public Defender be increased by a 4% inflation adjustment.

Section 6. 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 7. 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 NOVEMBER 1, 2022
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	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	$11.018	$11.238	$11.463	$11.692	$11.926	$12.164	$12.408	$12.656	$12.909	$13.167	$13.431	$13.699	$13.973	$14.253	$14.538	$14.828	$15.125	$15.428	$15.736	$16.051		
		$22,917	$23,375	$23,843	$24,320	$24,806	$25,302	$25,808	$26,324	$26,851	$27,388	$27,936	$28,494	$29,064	$29,646	$30,238	$30,843	$31,460	$32,089	$32,731	$33,386		
110	Custodian	$12.145	$12.388	$12.636	$12.888	$13.146	$13.409	$13.677	$13.951	$14.230	$14.515	$14.805	$15.101	$15.403	$15.711	$16.025	$16.346	$16.673	$17.006	$17.346	$17.693		
	Laborer I	$25,262	$25,767	$26,282	$26,808	$27,344	$27,891	$28,449	$29,018	$29,598	$30,190	$30,794	$31,410	$32,038	$32,679	$33,332	$33,999	$34,679	$35,373	$36,080	$36,802		
	WIC Certifier																						
120	Airport Operations Worker	$12.754	$13.009	$13.269	$13.534	$13.805	$14.081	$14.363	$14.650	$14.943	$15.242	$15.546	$15.857	$16.175	$16.498	$16.828	$17.165	$17.508	$17.858	$18.215	$18.579		
	Court Assistant I	$26,527	$27,058	$27,599	$28,151	$28,714	$29,288	$29,874	$30,472	$31,081	$31,703	$32,337	$32,983	$33,643	$34,316	$35,002	$35,702	$36,416	$37,145	$37,888	$38,645		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$13.390	$13.658	$13.931	$14.210	$14.494	$14.784	$15.079	$15.381	$15.689	$16.002	$16.322	$16.649	$16.982	$17.321	$17.668	$18.021	$18.382	$18.749	$19.124	$19.507		
	Automotive Service Worker	$27,851	$28,408	$28,976	$29,556	$30,147	$30,750	$31,365	$31,992	$32,632	$33,285	$33,950	$34,629	$35,322	$36,028	$36,749	$37,484	$38,234	$38,998	$39,778	$40,574		
	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	$14.059	$14.340	$14.627	$14.919	$15.218	$15.522	$15.832	$16.149	$16.472	$16.801	$17.138	$17.480	$17.830	$18.186	$18.550	$18.921	$19.300	$19.686	$20.079	$20.481		
	Detention Officer	$29,242	$29,827	$30,424	$31,032	$31,653	$32,286	$32,931	$33,590	$34,262	$34,947	$35,646	$36,359	$37,086	$37,828	$38,584	$39,356	$40,143	$40,946	$41,765	$42,600		
	Engineering Assistant																						
	Equipment Operator																						
	Parks Caretaker																						
	Police Services Assistant																						
	Transit Driver III																						
	Utility Locator																						
150	Animal Control Officer	$14.763	$15.058	$15.359	$15.666	$15.980	$16.299	$16.625	$16.958	$17.297	$17.643	$17.996	$18.356	$18.723	$19.097	$19.479	$19.869	$20.266	$20.671	$21.085	$21.507		
	Court Assistant II	$30,707	$31,321	$31,947	$32,586	$33,238	$33,903	$34,581	$35,272	$35,978	$36,697	$37,431	$38,180	$38,943	$39,722	$40,517	$41,327	$42,154	$42,997	$43,857	$44,734		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$16.276	$16.602	$16.934	$17.272	$17.618	$17.970	$18.329	$18.696	$19.070	$19.451	$19.840	$20.237	$20.642	$21.055	$21.476	$21.905	$22.343	$22.790	$23.246	$23.711		
	Automotive Technician I	$33,854	$34,531	$35,222	$35,926	$36,645	$37,378	$38,125	$38,888	$39,665	$40,459	$41,268	$42,093	$42,935	$43,794	$44,670	$45,563	$46,474	$47,404	$48,352	$49,319		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Park Ranger																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
166	Airport Police Officer	$16.060	$16.478	$16.895	$17.313	$17.729	$18.147	$18.564	$18.981	$19.399	$19.816	$20.233	$20.650	$21.068	$21.485	$21.902	$22.320	$22.738	$23.155	$23.573	$23.990		
		$33,404	$34,274	$35,141	$36,011	$36,876	$37,746	$38,613	$39,481	$40,350	$41,218	$42,085	$42,952	$43,822	$44,690	$45,557	$46,427	$47,294	$48,161	$49,031	$49,899		
170	Assistant City Clerk	$17.091	$17.433	$17.782	$18.137	$18.500	$18.870	$19.248	$19.633	$20.025	$20.426	$20.834	$21.251	$21.676	$22.109	$22.552	$23.003	$23.463	$23.932	$24.411	$24.899		
	Case Investigator/Contact Tracer	$35,550	$36,261	$36,986	$37,726	$38,480	$39,250	$40,035	$40,836	$41,653	$42,486	$43,335	$44,202	$45,086	$45,988	$46,908	$47,846	$48,803	$49,779	$50,774	$51,790		
	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	$17.944	$18.303	$18.669	$19.042	$19.423	$19.812	$20.208	$20.612	$21.024	$21.445	$21.874	$22.311	$22.758	$23.213	$23.677	$24.150	$24.633	$25.126	$25.629	$26.141		
	Automotive Technician II	$37,324	$38,070	$38,832	$39,608	$40,401	$41,209	$42,033	$42,873	$43,731	$44,605	$45,498	$46,408	$47,336	$48,282	$49,248	$50,233	$51,238	$52,262	$53,308	$54,374		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.842	$19.219	$19.603	$19.995	$20.395	$20.803	$21.219	$21.643	$22.076	$22.518	$22.968	$23.427	$23.896	$24.374	$24.861	$25.358	$25.866	$26.383	$26.911	$27.449		
	Construction Inspector	$39,191	$39,975	$40,774	$41,589	$42,421	$43,270	$44,135	$45,018	$45,918	$46,837	$47,773	$48,729	$49,703	$50,697	$51,711	$52,746	$53,800	$54,876	$55,974	$57,093		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.783	$20.179	$20.582	$20.994	$21.414	$21.842	$22.279	$22.724	$23.179	$23.642	$24.115	$24.598	$25.089	$25.591	$26.103	$26.625	$27.158	$27.701	$28.255	$28.820		
	Data Manager	$41,148	$41,971	$42,811	$43,667	$44,540	$45,431	$46,340	$47,267	$48,212	$49,176	$50,160	$51,163	$52,186	$53,230	$54,294	$55,380	$56,488	$57,618	$58,770	$59,945		
	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)	$20.772	$21.187	$21.611	$22.043	$22.484	$22.934	$23.393	$23.860	$24.338	$24.824	$25.321	$25.827	$26.344	$26.871	$27.408	$27.956	$28.515	$29.086	$29.667	$30.261		
	Building Maintenance Supervisor (E)	$43,206	$44,070	$44,951	$45,850	$46,767	$47,702	$48,657	$49,630	$50,622	$51,635	$52,667	$53,721	$54,795	$55,891	$57,009	$58,149	$59,312	$60,498	$61,708	$62,942		
	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)	$21.811	$22.247	$22.692	$23.146	$23.609	$24.081	$24.563	$25.054	$25.555	$26.066	$26.587	$27.119	$27.661	$28.215	$28.779	$29.355	$29.942	$30.540	$31.151	$31.774	$32.410	$33.058
	Golf Course Professional (E)	$45,367	$46,274	$47,199	$48,143	$49,106	$50,088	$51,090	$52,112	$53,154	$54,217	$55,302	$56,408	$57,536	$58,687	$59,860	$61,058	$62,279	$63,524	$64,795	$66,091	$67,412	$68,761
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.902	$23.360	$23.827	$24.304	$24.790	$25.285	$25.791	$26.307	$26.833	$27.370	$27.917	$28.476	$29.045	$29.626	$30.218	$30.823	$31.439	$32.068	$32.709	$33.364	$34.031	$34.712
	Assistant Wastewater Plant Superintendent (E)	$47,636	$48,589	$49,560	$50,552	$51,563	$52,594	$53,646	$54,719	$55,813	$56,929	$58,068	$59,229	$60,414	$61,622	$62,854	$64,112	$65,394	$66,702	$68,036	$69,396	$70,784	$72,200
	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	Athletic Facilites Superintendent (E)	$24.047	$24.528	$25.018	$25.519	$26.029	$26.550	$27.081	$27.622	$28.175	$28.738	$29.313	$29.899	$30.497	$31.107	$31.729	$32.364	$33.011	$33.671	$34.345	$35.032	$35.732	$36.447
	Capital Improvement Project Manager (E)	$50,018	$51,018	$52,038	$53,079	$54,141	$55,223	$56,328	$57,454	$58,603	$59,776	$60,971	$62,190	$63,434	$64,703	$65,997	$67,317	$68,663	$70,037	$71,437	$72,866	$74,323	$75,810
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Human Resources-Safety Manager (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$25.250	$25.755	$26.270	$26.796	$27.332	$27.878	$28.436	$29.004	$29.585	$30.176	$30.780	$31.395	$32.023	$32.664	$33.317	$33.983	$34.663	$35.356	$36.063	$36.785	$37.520	$38.271
	Assistant City Prosecutor (E)	$52,520	$53,571	$54,642	$55,735	$56,850	$57,987	$59,146	$60,329	$61,536	$62,767	$64,022	$65,302	$66,608	$67,941	$69,299	$70,685	$72,099	$73,541	$75,012	$76,512	$78,042	$79,603
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$26.513	$27.043	$27.584	$28.136	$28.698	$29.272	$29.858	$30.455	$31.064	$31.685	$32.319	$32.965	$33.625	$34.297	$34.983	$35.683	$36.396	$37.124	$37.867	$38.624	$39.397	$40.184
	Chief Building Official (E)	$55,146	$56,249	$57,374	$58,522	$59,692	$60,886	$62,104	$63,346	$64,613	$65,905	$67,223	$68,568	$69,939	$71,338	$72,765	$74,220	$75,704	$77,218	$78,763	$80,338	$81,945	$83,584
	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)	$27.838	$28.394	$28.962	$29.542	$30.132	$30.735	$31.350	$31.977	$32.616	$33.269	$33.934	$34.613	$35.305	$36.011	$36.731	$37.466	$38.215	$38.979	$39.759	$40.554	$41.365	$42.193
	Assistant Director of Health (E)	$57,902	$59,060	$60,242	$61,446	$62,675	$63,929	$65,207	$66,512	$67,842	$69,199	$70,583	$71,994	$73,434	$74,903	$76,401	$77,929	$79,488	$81,077	$82,699	$84,353	$86,040	$87,761
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Assistant Parks Director																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$29.230	$29.815	$30.411	$31.019	$31.640	$32.273	$32.918	$33.576	$34.248	$34.933	$35.631	$36.344	$37.071	$37.812	$38.569	$39.340	$40.127	$40.929	$41.748	$42.583	$43.435	$44.303
	Assistant Finance Director (E)	$60,799	$62,015	$63,255	$64,520	$65,811	$67,127	$68,469	$69,839	$71,236	$72,660	$74,114	$75,596	$77,108	$78,650	$80,223	$81,827	$83,464	$85,133	$86,836	$88,573	$90,344	$92,151
370	* Human Resources Director/Risk Mgmt (E)	$33.835	$34.512	$35.202	$35.906	$36.624	$37.357	$38.104	$38.866	$39.644	$40.436	$41.245	$42.070	$42.911	$43.770	$44.645	$45.538	$46.449	$47.378	$48.325	$49.292	$50.278	$51.283
		$70,378	$71,785	$73,221	$74,685	$76,179	$77,703	$79,257	$80,842	$82,459	$84,108	$85,790	$87,506	$89,256	$91,041	$92,862	$94,719	$96,613	$98,546	$100,516	$102,527	$104,577	$106,669
380	Assistant Director of Public Works/Engineering (E)	$35.530	$36.240	$36.965	$37.704	$38.458	$39.227	$40.012	$40.812	$41.628	$42.461	$43.310	$44.176	$45.060	$45.961	$46.880	$47.818	$48.774	$49.750	$50.745	$51.760	$52.795	$53.851
	* Community Health Director (E)	$73,901	$75,379	$76,887	$78,425	$79,993	$81,593	$83,225	$84,889	$86,587	$88,319	$90,085	$91,887	$93,725	$95,599	$97,511	$99,462	$101,451	$103,480	$105,549	$107,660	$109,814	$112,010
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$37.305	$38.051	$38.812	$39.588	$40.380	$41.188	$42.011	$42.851	$43.709	$44.583	$45.474	$46.384	$47.312	$48.258	$49.223	$50.207	$51.211	$52.236	$53.280	$54.346	$55.433	$56.542
	* Finance Director (E)	$77,594	$79,146	$80,729	$82,343	$83,990	$85,670	$87,383	$89,131	$90,914	$92,732	$94,587	$96,478	$98,408	$100,376	$102,384	$104,431	$106,520	$108,650	$110,823	$113,040	$115,301	$117,607
410	* Assistant City Manager (E)	$41.128	$41.950	$42.789	$43.645	$44.518	$45.408	$46.317	$47.243	$48.188	$49.152	$50.135	$51.137	$52.160	$53.203	$54.267	$55.353	$56.460	$57.589	$58.741	$59.915	$61.114	$62.336
	* Public Works Director (E)	$85,546	$87,257	$89,002	$90,782	$92,598	$94,450	$96,339	$98,265	$100,231	$102,235	$104,280	$106,366	$108,493	$110,663	$112,876	$115,134	$117,436	$119,785	$122,181	$124,624	$127,117	$129,659
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
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2022

	REGULAR Part-Time Hourly	Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 11.458	$ 11.915	$ 12.392
555	Interpreter/Translator	$ 12.101	$ 12.585	$ 13.088

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time Outside Service Attendant-Seasonal	$ 10.712	$ 11.140	$ 11.586
502	Clerk-Part-Time	$ 10.318	$ 10.731	$ 11.159
505	Museum Assistant-Part-Time Recreation Instructor-Part-Time	$ 10.808	$ 11.239	$ 11.691
520	Laborer-Part-Time Utility Assistant-Part-Time	$ 11.239	$ 11.691	$ 12.158
540	School Crossing Guard-Part-Time	$ 11.691	$ 12.158	$ 12.645
560	School Crossing Guard Coordinator-Part-Time	$ 12.645	$ 13.150	$ 13.678
580	Court Bailiff-Part-Time	$ 17.864	$ 18.579	$ 19.322
600	Cashier - Seasonal Lifeguard-Seasonal	$ 10.712	$ 11.140	$ 11.586
610	Pool Operator-Seasonal	$ 11.239	$ 11.691	$ 12.158
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 12.158	$ 12.645	$ 13.151

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-613: AN ORDINANCE approving a Purchase Order to be issued to MacQueen Emergency for two (2) replacement fire engines.

MEETING DATE
October 17, 2022

ORIGINATING DEPT
Fire Department

ATTACHMENTS
CB2022-613 Ordinance; Exhibit A: Fire Engine(s) Purchasing Contract

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with MacQueen Emergency for the purchase of two (2) replacement fire engines. Currently the manufacturer is estimating a 15-18 month build time for the two apparatus.

BACKGROUND
This contract will provide a replacement fire engine for the current Engine 4, a ten-year-old apparatus housed at 3402 S. Main St. and Engine 6, an eleven-year-old apparatus housed at 5332 W. 32nd Street. These two units have been showing significant mechanical issues coupled with an inability to obtain parts from the manufacturer as they have been bought out recently and their plant closed.

FUNDING SOURCE
Currently, this item is a budgeted expense included in the FY22-23 Operations budget for Engine #4 and the FY22-23 Public Safety Tax Budget for Engine #6. Early approval is being requested to avoid a large price increase on October 31st. Budget accounts are 6002-510-8210 and 6075-510-8210 respectively.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

EM-102

October 6, 2022

Fire Chief Gerald Ezell
City of Joplin Fire Department
303 E. 3rd Street
Joplin, MO 64801

Subject: **Proposal for (2) two Pierce Velocity Pumper**
Proposal / Bid #608

Dear Fire Chief Ezell,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$1,954,900.00*** = $977,450.00ea x2
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Included in the above price.

100% Prepayment Option:

Should the City of Joplin Fire Department elect to make 100% prepayment 30 days after contract execution, a discount of ($49,476.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$1,905,424.00**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Joplin, MO

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due 30 days after Contract signing for **Prepay discount** to be applicable.

Delivery – 15.5 to 18.5 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for until **October 30, 2022**. *After October 31, 2022, Sale Price will increase to $2,081,968.50.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-7213 or mike.borgmann@macqueengroup.com .

We wish to thank the City of Joplin Fire Department for the opportunity to submit our proposal.

Respectfully,

Mike Borgmann

Mike Borgmann
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Joplin Fire Department, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.

d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $1,954,900.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **15.5 to 18.5 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made, and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Joplin Fire Department
Fire Chief Gerald Ezell
303 E. 3rd Street
Joplin, MO 64801

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: $ 2,000,000

Each Occurrence: $ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: $ 5,000,000

Each Occurrence: $ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CITY OF JOPLIN FIRE DEPARTMENT**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Joplin Fire Department **Date** October 6, 2022

Quantity	Chassis Type	Body Type	Price per Unit
2	Velocity	Pumper	$1,954,900.00*

***Houston-Galveston Area Council (HGAC) Consortium Pricing**.*

****Contract Pricing only valid if signed and returned for processing prior to October 30, 2022****

PERFORMANCE BOND: Included in the contract price.

100% PREPAYMENT OPTION: DUE AT CONTRACT EXECUTION TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct $49,476.00 from contract price.

Payment due with contract is $1,905,424.00. *Initial here to accept*: _____.

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF October 6, 2022 BETWEEN MACQUEEN AND City of Joplin Fire Department (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No

If not, please provide correct name and address to be listed on CO. _____

_____

Is there a lienholder? ☐ Yes ☐ No

If yes, please provide lienholder information. _____

_____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number #608 Dated 10/6/2022 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number #608 Dated 10/6/2022 .

Option List

10/6/2022

Customer:	Joplin Fire Department	**Bid Number:**	608
Representative	Borgmann, Mike	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	2
Requirements Manager:		**Bid Date:**	11/16/2022
Description:	Joplin Velocity PUC #2	**Stock Number:**	
Body:	Pumper, PUC, Aluminum	**Price Level:**	42 (Current: 42)
Chassis:	Velocity Chassis, PUC-NG (Med Block)	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0791096	SP	Build My Pierce™ Truck	1
			Fill in Blank - Booked with 450 options and 5 sps	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0000114		Inspection Trip(s)	2
			Qty, - 02 Fill in Blank - 4	
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0050066		Performance Bond, 100% Req'd **	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0888808		Velocity Chassis, PUC-NG (Med Block)	1
20	0000110		Wheelbase	1
			Wheelbase - 216	
21	0000070		GVW Rating	1
			GVW rating - 53800	
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
25	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0785760		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, LRL, Fire Service Speed Rating	1
29	0773076		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Dura-Bright, Hub Pilot	1
30	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
31	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 70	
32	0555352		Suspen, Rear, Hendrickson FMX 312 EX, Air Ride, 31,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0792923		Tires, Rear, Michelin, X WORKS Z, 315/80R22.50, LRL, Single	1
35	0052876		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Dura-Bright, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
40	0057936		Covers, Lug Nut, Chrome	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0760675		Chains, Onspot, Automatic Tire, Custom	1
43	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
44	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward, LS3	
45	0010670		ABS Wabco Brake System, Single rear axle	1
46	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
47	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
48	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
49	0000786		Brake Reservoirs, Four	1
50	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
51	0000790		Brake Lines, Nylon	1
52	0089419		Air Inlet, with Kussmaul Air Eject (Fill-In Blank Location)	1
			Location - Behind Rear Crew Cab Door Drivers Side	
			Qty, Air Coupling (s) - 1	
53	0805865		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, Imp/Vel	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0001236		Not Required, Auxiliary Brake, Alt. Aux. Brake Selected	1
56	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
57	0123135		Air Intake, w/Ember separator, Imp/Vel	1
58	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
59	0787999		Radiator, Impel/Velocity	1
60	0511425		Cooling Hoses, Rubber	1
61	0674793		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension, PUC	1
62	0001129		Lines, Fuel	1
63	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
64	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
65	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0690880		No Selection Required From This Category	1
68	0887552		Trans, Allison 6th Gen, 3000 EVS PR, w/Prognostics, Imp/Vel/SFR/Enf	1
			Trans. retarder capacity - b. medium/1300, 3000 EVS	
			Trans, retarder control - l) Auto 1/3, 2/3, 3/3	
69	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0797408		Transmission Oil Cooler, Modine, External, w/Modine External Sump	1
72	0804209		Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only" TES-668	1
73	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
74	0801878		Fluid, 3000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
75	0001370		Driveline, Spicer 1710	1
76	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
77	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
78	0509231		Steering Wheel, 4 Spoke with Controls	1
79	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Joplin	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
80	0123627		Bumper, 26" Extended, Imp/Vel	1
81	0610291		Tray, Hose, Center, 26" Bumper, Outside Air Horns, 13" Deep, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 23) 200' of 1.75"	
82	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
83	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
84	0002270		Tow Hooks, Chrome	1
85	0012300		Bracket, License Plate, Frt Bumper Non-Illuminated	1
86	0668310		Cab, Velocity FR, 7010 Raised Roof, PUC	1
87	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
88	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
89	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
90	0123176		Grille, Bright Finished, Front of Cab, Velocity	1
91	0757871	SP	Scuffplates, S/S At Cab Door Jambs, UL-LX, 4-Door Cab	1
			Color, UL-LX, Per Item - a) black	

Line	Option	Type	Option Description	Qty
92	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
93	0087357		Molding, Chrome on Side of Cab	1
94	0559132		Mirrors, Forward Mtd, Htd/Rmt, Pierce One-Eleven, LED Turn Signal	1
			Finish, Arm Cover - Chrome	
			Finish, Mirror Head - Chrome	
95	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
96	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
97	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
98	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
99	0512419		Electric Door Locks, Cab Doors, Imp/Vel	1
100	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
101	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
102	0697689		Steps, Stirrup, Formed w/Grip Strut, Cab & Crew Cab Doors	1
			Light, Step, Additional - P25 LED	
103	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
104	0002140		Fenders, S/S on Cab	1
105	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
106	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
107	0568605		Not Required, Interior Trim, No Cab Side Windows	1
108	0012090		Not Required, Windows, Front/Side of raised roof	1
109	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
110	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
111	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocity SLT	1
112	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
113	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
114	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
115	0696871		Floor, Alum Cab & Rubber Crew Cab - AXT/Imp/Vel	1
116	0741239		HVAC, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
117	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
118	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
119	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
120	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
121	0583042		Side Roll and Frontal Impact Protection	1
122	0622618		Seating Capacity, 5 Seats	1
123	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
124	0587668		Seat, Officer, Pierce PS6, Base, SCBA, Safety	1
125	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
126	0803506	SP	Cabinet, Rear Facing, LS, 24 W x 53 H x 30.5 D, 2" Web, Ext Acc, Imp/Vel	1
			Type of fastener - 2" side release	
			Restraint Location - Bottom (towards the ground)	
			Scuffplate, Material/Finish - No Scuffplate	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Light, Tall Cabinet - Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
127	0102783		Not Required, Seat, Rr Facing C/C, Center	1

Line	Option	Type	Option Description	Qty
128	0726354	SP	Cabinet, Rear Facing, RS, 29 W x 53 H x 30.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - 1" side release Restraint Location - Bottom (towards the ground) Scuffplate, Material/Finish - No Scuffplate Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Bumper Light, Tall Cabinet - Pierce, Interior, Left Side Louvers, Cabinet - 0-No Louvers	
129	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
130	0790599	SP	Seat, Forward Facing C/C, Center, (3) Pierce PS6, Premium, SCBA, Safety, Riser	1
131	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
132	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
133	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
134	0669368		Riser, Fwd Facing C/C seat raised 3.00", w/Raised Roof cab only, PUC	1
135	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
136	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
137	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
138	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	
139	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
140	0631776		Not Required, Overhead Map Lights	1
141	0804719		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - Against inside wall to the rear of crew doors 6" off ground each side, Upper Left of L3 compartment reachable from ground, One to be Mounted on Engine tunnel TBD location at final	
142	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
143	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
144	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
145	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
146	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
147	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
148	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01 12vdc power from - Battery switched Wire termination - Butt Splice Location - Officer Side Dash Upper Panel	
149	0548007		Wiring, Spare, 15 A 12V DC 3rd	3
			Qty, - 03 12vdc power from - Battery direct Wire termination - Butt Splice Location - Under Mounting Plate on Engine Tunnel	
150	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	4
			Qty, - 04 12vdc power from - Battery direct Location - Officer and Driver side Lower Dash Panel, Inside Each EMS Compartment	
151	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	
152	0583917		Wiring, Spare, 15 A 12V DC 5th	2
			Qty, - 02 12vdc power from - Battery direct	

Line	Option	Type	Option Description	Qty
152			Wire termination - Butt Splice	
			Location - One in Each EMS Compartment	
153	0560535		Wiring, Spare, 15 A 12V DC 4th	3
			Qty, - 03	
			12vdc power from - Battery switched	
			Wire termination - Butt Splice	
			Location - Under Mounting Plate on Engine Tunnel	
154	0803875		Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear USB/Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew	
			Antenna, AM/FM Radio - c) Roof-mounted rubber antenna	
			Location, AM/FM Radio - b) within reach of the officer	
155	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
156	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
157	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
158	0734999		Intercom, David Clark, 4-Pos, 2-Radio, D, O, 2ibC, U3805	1
159	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - Center overhead console	
160	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	6
			Qty, - 06	
			Location - Next to each seat, One in Pump Panel Compartment	
161	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
162	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - Overhead console in loc #5	
			Qty, - 01	
163	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
164	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
165	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
166	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
167	0896456		Prognostics, Electrical System	1
168	0892649		CZ Connect Telematics	1
			Subscription, CZ Connect Telematics - 3 Year Subscription	
169	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
170	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
171	0008621		Battery System, Single Start, All Custom Chassis	1
172	0123174		Battery Compartment, Imp/Vel	1
173	0531338		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 52-21-1100	1
174	0696828		Location, Charger/Compr, DS Hatch Compt, Cover	1
175	0530952		Location, Bat Chrg Ind, DS Behind Crew Cab Door	1
176	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger, L1, R4, Both EMS Cabinets	
177	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
178	0647728		Alternator, 430 amp, Delco Remy 55SI	1
179	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
180	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
181	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
182	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1

Line	Option	Type	Option Description	Qty
183	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
184	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
185	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
186	0085910		Lights, Backup Included in Signal Cluster	1
187	0650265		Bracket, License Plate & Light, Cast Products LP0004-1-B, LED Light	1
188	0589905		Alarm, Back-up Warning, PRECO 1040	1
189	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
190	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
191	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
192	0896454		Enhanced Software for Perimeter Lts	1
193	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
194	0698589		Lights, Side Scene, Wln M9LZC Gradient LED, 1st	4
			Qty, - 04 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Location, Scene Lights - Each Side Body, Forward & Rearward, 4lts	
195	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	
196	0889855		Lights, HiViz FT-B-46-*-*, 46", Brkt Fet 1st	2
			Location - Mounted to the cab on the raised roof portion, Over the rear cab doors. one on each side. Qty, - 02 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Black Brackets, Cab Side Scene Lts - Directly to Cab Roof	
197	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
198	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear SS	
199	0635487		Lights, Rear Scene, Wln, 700 LED, Below Tailboard	1
			Control, Rear Scene Lts - Cab Switch Panel DS	
200	0645683		Lights, Rear Scene, Wln, M9LZC LED	2
			Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Cup Switch At Rear SS Location, Scene Lights - Each Side Rear Body, Mid, 2lts	
201	0709438		Lights, Walk Surf, FRP Flood, LED	1
202	0518282		Pumper, PUC, Aluminum	1
203	0554271		Body Skirt Height, 20"	1
204	0501271		Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
205	0003405		Overflow, 4.00" Water Tank, Poly	1
206	0028107		Not Required, Foam Cell Modification	1
207	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
208	0003429		Not Required, Direct Tank Fill	1
209	0003424		Not Required, Dump Valve	1
210	0048710		Not Required, Jet Assist	1
211	0030007		Not Required, Dump Valve Chute	1
212	0514778		Not Required, Switch, Tank Dump Master	1
213	0597043		Body Height, PUC/HDRP	1
			Body Height - 104.00"	
214	0199241		Hose Bed, Aluminum, Pumper, PUC	1
215	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
216	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 300' of 3.00", 1600' of 5.00", 300' of 2.50"	
217	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	

Line	Option	Type	Option Description	Qty
218	0733527		Hose Restraint, 2" Nylon Web Rear, Seat Belt, w/Alum Hose Bed Cover	1
			Location - In addition to Seat Belt releases at top of Hose Bed, 4 Fasteners along the bottom	
			Nylon Web Color - Black	
			Type of fastener, Rear - velcro straps/footman loops - bottom of hosebed	
			Quantity - 04	
			Release, Seat Belt Buckle - Single Release	
219	0697047		Cover, Hose Bed, Alum Treadplate, Full Length, Special Split, Four Section, PUC	1
220	0611509		Running Boards, Flip Out, PUC	1
221	0685334		Tailboard, 12" Deep, Full Width, PUC/HDRP	1
222	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
223	0003531		Tow Bar, Under Tailboard	1
224	0656764		Construction, Compt, Alum, Pumper, PUC	1
225	0515256		LS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
226	0515258		RS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
227	0692733		Doors, Rollup, Gortite, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
228	0599445		Compt, Rear, Rollup, 33.50" FF, w/Tailboard, PUC/HDRP	1
229	0692743		Door, Gortite, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
230	0795390		Pull Strap for Rollup Doors, Amdor Flex-HD	10
			Location - L1, L2, L3, L4, R1, R2, R3, R4, Each Crosslay Door	
			Qty, Door Accessory - 10	
231	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
232	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 22.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth Weld	
			Matting, Floor, Hatch Compt - Dri-Deck - Black	
233	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
234	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
235	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
236	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Brushed	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Centered, RS2-Centered, RS3-Centered, RS4-Centered, RS4-Upper Third, RS1-Upper Third, LS3-Upper Third Left of Partition, LS3-Transition Point Left of Partition and B1-Upper Third	
237	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS3-Lower Third	
			Material Finish, Tray - Brushed	
238	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS2-Upper Third	
			Material Finish, Tray - Brushed	
239	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	5
			Qty, - 05	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS2, RS3, RS4 and LS1	
			Material Finish, Tray - Brushed	
240	0544597		Toolboard, Slide-out, Alum, .188", Peg Board, Brushed, 3G	2
			location - LS3 Both Rear of Partition	
			Qty - 2	
			Mounting, Toolboard - Adjustable side-side	
241	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
			Qty - 1	
			Location, Pivot - Front	

Line	Option	Type	Option Description	Qty
241			Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Toolboard - LS1	
242	0726457		Partition, Vertical Compt, Predefined Locations	1
			Qty, Partition - 01 Location, Partition/Toolboard, Predefined - LS3- 24.00" From Forward Door Frame Material Finish, Partition - Brushed	
243	0654369		Recess, Partition, Right of Pump Opertor's Panel, PUC	1
244	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper	2
			Qty, Comp. Accessory - 02 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Compartment, Predefined - LS1 and LS2	
245	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
246	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G	1
			Material Finish, Fender Liner - Brushed Stainless	
247	0519849		Not Required, Hose, Hard Suction	1
248	0527021		Handrails Located @ Front Body	1
249	0664688		Handrails, Rear, PUC/HDRP	1
250	0000941		No Rear Hose Bed Handrail Required	1
251	0657651		Compt, Air Bottle, Double, Fender Panel	4
			Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
252	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
253	0004230		Ladder, 14' Duo-Safety 775A Roof	1
254	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch Hinge Location - Inboard	
255	0733387		Ladder, 10' Duo-Safety Folding 585A	1
256	0733005		Compt w/Trough, Folding Ladder, In Upper Body, LS	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard	
257	0789534		Pike Pole, 8' DUO Safety, Fiberglass	1
			Qty, Pike Poles - 1	
258	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt	2
			Qty, Pike Poles - 2 Location, Left Side, Right Side - Left Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - .75", Standard Notch	
259	0685804		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Ram Knob End, RH-6	1
			Qty, - 01	
260	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt	2
			Qty, Pike Poles - 2 Location, Left Side, Right Side - Right Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch	
261	0769733		Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised	
262	0004361		Tubes, Alum, Pike Pole Storage	4
			Qty, Pike Pole Tubes - 04 Location, Pike Pole Tube - Crosslay/Speedlay	
263	0530099		Notch, Pike Pole Tube/Trough, Specify Size (Pike Pole(s) Not Included)	4
			Location - four in crosslay compartment, two accessed from each side of truck, with spacing to allow removal of tools individually Qty, - 04	

Line	Option	Type	Option Description	Qty
263			Fill in Blank - NY Hook notched tubes.	
264	0521734		No Steps Required, Front Of Body, PUC	1
265	0515519		Ladder, Top Access, Alum, RH Rear, PUC/HDRP	1
			Do Not Move Truck Indicator - No DNMT indicator	
266	0559070		Step, Corner Step - Extra, PUC/HDRP	1
			Location, Additional Step - In Cargo Area as Indicated in Prelim Drawing	
			Qty, Corner Steps - 1	
267	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
268	0520016		Not Required, Pumphouse Structure, PUC	1
269	0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1
270	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
271	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
272	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
273	0515829		Pump Shift, Sure-Shift	1
274	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
275	0515835		Auxiliary Cooling System, PUC	1
276	0014486		Not Required, Transfer Valve, Single Stage Pump	1
277	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	
278	0596073		Controller, Pressure, FRC, Pump Boss, PBA400, PUC	1
279	0072153		Primer, Trident, Air Prime, Air Operated	1
280	0658266		Thermal Relief Valve, w/Amber Warning Light and Alarm, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
281	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
282	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
283	0089437		Plumbing Without Foam System	1
284	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
285	0014650		Pump Suction Tube(s), Short, All	1
286	0755923		Valve, Ball Intake, Akron Revolution	2
			Location - Both Main Inlets Qty - 2 Connection, Inlet, Side B - 5.0" Storz with a cap Connection, Outlet, Side A - 6.0" FNST swivel long handle Ball Intake Valve - 7983 (straight inlet)	
287	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
288	0084610		Valves, Akron 8000 series- All	1
289	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
290	0004700		Control, Inlet, at Valve	1
291	0785853		Inlet, Left Side, 2.50", Special Threads, 2016 Non-NFPA Compliant	1
			Special Threads - 3.234 x 6	
292	0029147		Not Required, Inlet, Right Side	1
293	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
294	0092569		No Rear Inlet (Large Dia) Requested	1
295	0064116		No Rear Inlet Actuation Required	1
296	0092696		Not Required, Cap, Rear Inlet	1
297	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
298	0092568		No Rear Auxiliary Inlet Requested	1
299	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
300	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
301	0595508		Outlet, Tank Fill, 1.50", PUC	1
302	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
303	0516755		Outlet, Left Side, 2.50" (2), PUC	1
304	0008475		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" Male Special Thread,VLH	2
			Qty, Discharges - 02 Special Threads - 3.234 x 6	
305	0092570		Not Required, Outlets, Left Side Additional	1
306	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
307	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	

Line	Option	Type	Option Description	Qty
308	0784855		Elbow, Right Side Outlets, 45 Deg, 2.50" FNST x 2.50" Male Spcl Thread, VLH, PUC	1
			Qty, Discharges - 01 Special Threads - 3.234 x 6	
309	0092571		Not Required, Outlets, Right Side Additional	1
310	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
311	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
312	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
313	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - in center bumper tray	
314	0092575		Not Required, Outlet, Rear	1
315	0045099		Not Required, Elbow, Rear Outlets	1
316	0537394		Not Required, Outlet, Rear, Additional, PUC	1
317	0537395		Not Required, Elbow, Rear Outlets, Additional	1
318	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02 location - Matching the 2.5 and 3.0 hose locations.	
319	0752094		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Spcl Threads, Chain	1
320	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
321	0005085		Adapter, Thread - 2.50" FNST X 2.50" M Special	3
			Qty, Adapter for Outlets - 03 Special Threads - 3.234 x 6 Location, Adapter(s) - Both Hose bed discharges, 2.5" crosslay	
322	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
323	0543615		Monitor, Akron, 3440 DeckMaster, w\Remote Tether	1
			Fill in Blank - Please mount tether for remote in the L4 compartment On side of pump control panel Monitor Finish - Painted by OEM	
324	0510255		Nozzle, Akron 5177, 1250 GPM, Akromatic - Electric	1
325	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
326	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
327	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar Drip Pan - Drip Pan Not Required	
328	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
329	0737370		Crosslays, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
330	0749435		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - tbd	
331	0661221		Tray(s), Poly, Special Size, IPOS	3
			Location - increasing the upper crosslay width to 7.00" each and the lower crosslay to 10". It will make packing hose a little easier. See option 661221. If this change is made, wheelbase will be 216" with a 20.5" wide module. Qty, - 03 Size - increasing the upper crosslay width to 7.00" each and the lower crosslay to 10". It will make packing hose a little easier. See option 661221. If this change is made, wheelbase will be 216" with a 20.5" wide module.	
332	0015216		Reel, Booster, Aluminum - Over Pump, Right Side	1
333	0683521		Switch, (2) Reel Rewind - Special Location	1
			Location - one on each side of the pump panel	
334	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
335	0017858		Capacity, Hose Reel 150' of 1"	1
336	0007074		Nozzle, Elkhart S-200 1.00"	1
337	0674725		Blowout, Hose Reel - Quarter Turn Valve at Panel	1
338	0622237		Roller Assembly, Additional	1
			Location - left side of the truck Qty, - 1	
339	0044333		Not Required, Foam System	1
340	0012126		Not Required, CAF Compressor	1
341	0552517		Not Required, Refill, Foam Tank	1

Line	Option	Type	Option Description	Qty
342	0042573		Not Required, Foam System Demonstration	1
343	0045465		Not Required, Foam Tanks	1
344	0091110		Not Required, Foam Tank Drain	1
345	0091079		Not Required, Foam Tank #2	1
346	0091112		Not Required, Foam Tank #2 Drain	1
347	0738072		Approval Dwg, Pump Panel(s), Not Required	1
348	0032479		Pump Panel Configuration, Control Zone	1
349	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
350	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
351	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
352	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
353	0005601		Throttle, Engine, Incl'd w/Press Controller	1
354	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
355	0549333		Indicators, Engine, Included with Pressure Controller	1
356	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
357	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
358	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
359	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
360	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - Each side High behind Crew Cab Doors Qty, - 02 Activation, Water Level G - pb) parking brake is applied	
361	0006774		Not Required, Foam Level Gauge	1
362	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
363	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
364	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
365	0757092		Control, Air Horn, Multi Select	1
366	0757080		Control, Air Horn, Ft Sw, RS	1
367	0757084		Control, Air Horn, Horn Ring	1
368	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
369	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, PS Outside Sw Pnl	
370	0076156		Control, Elec Siren, Head Only	1
371	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
372	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
373	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
374	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
375	0748305		Control, Mech Siren, Multi Select	1
376	0748281		Control Mech Siren, Ft Sw RS	1
377	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
378	0609328	SP	Guard, Foot Switches, Treadplate, 2swts, Hinged	1
			Location - Office Side Foot Switches	
379	0746353		Not Required, Warning Lights Intensity	1
380	0607636		Lightbar, Wln, Freedom IV-Q, 81", RRRRRRRROptRRRRRRRR	1
			Opticom Priority - b) High Opticom Activation - E-Master Momentary Opticom Activation - No Activation Filter, Whl Freedom Ltbrs - No Filters	
381	0749055		Light, Front Zone, Wln M6# M6# M6# M6#, Split Color, Q Bezel 4lts	1
			Color, Lt DS Frnt Out Spl - b) Red and Blue Color, Lt PS Frnt Out Spl - b) Red and Blue Color, Lt DS Frnt Ins Spl - b) Red and Blue Color, Lt PS Frnt Ins Spl - b) Red and Blue Color, Q Bezel and Trim - Chrome	
382	0757440		Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Hidden Mt Top Section Grl	1
383	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	

Line	Option	Type	Option Description	Qty
384	0553202		Lights, Side Zone Lower, Wln M6# LED, Split Color 2pr	1
			Location, Lights Rear - Over Wheel Wells	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Frnt Split - Red and Blue	
			Color, Lt Side Rear Split - Red and Blue	
385	0742884		Lights, Side, Wln M6# Split Color LED 1st	2
			Location, Lights - Side Warning Light Behind Crew Cab Door Each Side	
			Qty, - 02	
			Control, Light - f) emerg master	
			Color, Lt Side Split - Red and Blue	
			Color, Trim - Chrome Trim	
386	0742881		Lights, Side, Wln M6# Split Color LED 2nd	2
			Location, Lights - On Hatch Compartment Forward of the Forward Scene Light Each Side	
			Qty, - 02	
			Control, Light - b) side warning	
			Color, Lt Side Split - Red and Blue	
			Color, Trim - Chrome Trim	
387	0653437		Lights, Rear Zn Lwr, Wln M4# Split LED	1
			Color, Lt DS Rear Splt - a) Red and Blue	
			Color, Lt PS Rear Splt - a) Red and Blue	
388	0750350		Lights, Rear, Wln M6# LED, Split Color, Clear Lens 1st	2
			Location - Rear High in step well and opposite side on hatch compartment	
			Qty, - 02	
			Control, Light - f) emerg master	
			Color, Lt Rear Splt - Red out Blue in	
			Color, Trim - Chrome Trim	
389	0750467		Lights, Rear/Side Up Zone, Wln M6# Split Color, 4lts	1
			Color, Lt DS Rear Splt - a) Red and Blue	
			Color, Lt PS Rear Splt - a) Red and Blue	
			Color, Lt DS Side Splt - Red Forward, Blue to the rear	
			Color, Lt PS Side Splt - Red Forward, Blue to the Rear	
			Color, Trim - Chrome Trim	
390	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
391	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
392	0776337	SP	Lights, Traffic Directing, Wln TA4437M, 22.75" long LED, split, TACTL5	1
			Activation, Traffic Dir L - Aux Flash With Ign Sw Through Separate Mom Sw	
393	0774061	SP	Location, Traf Dir Lt, On Top of Hose Bed Cover, Half Each Cover, Level in Box	1
			Material, Bracket - Aluminum Treadplate	
394	0530280		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Center	1
395	0803938	SP	Inverter, Xantrex Freedom X, 817-3000, 3000W, Non-NFPA	1
			Location, Inverter Switch - DS Cab	
396	0888945		Location, Inverter/Battery Charger, LS Front Body Cmpt, Loc Fet	1
			Location, Inverter - TBD	
397	0889666		Review Required, Inverter	1
398	0015829		Circuit Breaker Panel with Inverter	1
			Location - LS3	
399	0781507		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Cab	1
			Qty, - 01	
			Location 1 - PS EMS Compartment	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
400	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01	
			Location 1 - DS EMS Compartment	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
401	0779717		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Body	1
			Qty, - 01	
			Location 1 - L3 Under Electrical Panel	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior, Flip Up Duplex Cover	

Line	Option	Type	Option Description	Qty
402	0779718		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body	1
			Qty, - 01 Location 1 - R4 AC Power Source - Shoreline Cover, Receptacle - Interior Flip Up Cover(s)	
403	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01 Location 1 - L1 AC Power Source - Shoreline Cover, Receptacle - Interior, Flip Up Duplex Cover	
404	0778560		Receptacle, 15A 120V 3-Pr 3-Wr TL, Wtrprfroof	2
			Location, Receptacles - One on each side of the body above the wheel wheels Qty, - 02 AC Power Source - Inverter	
405	0519934		Not Required, Brand, Hydraulic Tool System	1
406	0649753		Not Required, PTO Driven Hydraulic Tool System	1
407	0754002	SP	Tool,Mounting,Turntable (Lazy Susan),Floor Mtd,Slide-Out,Up to (4) Battery Tools	1
			Qty, - 01 Brand, Model, Age of Tool - TNT, ESLC.29.D Cutter,ES100.28D Spreader,ER.40 Ram, EbfccD Combi tool, May of 2020 Location - B1	
408	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
409	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
410	0519913		Not Required, Soft Suction Hose	1
411	0027023		No Strainer Required	1
412	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
413	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
414	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
415	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
416	0741569		Paint Process / Environmental Requirements, Appleton	1
417	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - High Shield-Velocity/Impel Paint Color, Lower Area, Predefined - 202 Lower red to match job # Joplin #29953 Paint Break, Cab - Standard Two-Tone Cab Break	
418	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
419	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
420	0693797		No Paint Required, Aluminum Front Wheels	1
421	0693792		No Paint Required, Aluminum Rear Wheels	1
422	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
423	0007234		Compartment, Unpainted, D/A Finished	1
424	0544124		Reflective Band, 1"-4"-1"	1
			Color, Reflect Band - A - i) gold Color, Reflect Band - B - p) black Color, Reflect Band - C - ze) gold	
425	0510041		Reflective across Cab Face, Imp/Vel	1
426	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
427	0670035		Stripe, Diamond Grade Chevron, Toolboard	2
			Location - L1, L2 Color, Reflect Band - A - p) fluorescent yellow green diamond grade Qty, - 02	
428	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 04 Color, Reflect Chev - A - r) red diamond grade	

Line	Option	Type	Option Description	Qty
429	0027372		Lettering Specifications, (GOLD STAR Process)	1
430	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
431	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
432	0002838		Undercoating, Cab & Body, Ziebart	1
433	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
434	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
435	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
436	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
437	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
438	0651119		Warranty, Engine, Cummins, 10 Year/200,000 Mile Major Components	1
439	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
440	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
441	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
442	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
443	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
444	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
445	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
446	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
447	0695416		Warranty, Pierce Camera System, WA0188	1
448	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
449	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
450	0685945		Warranty, Transmission Cooler, WA0216	1
451	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
452	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
453	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
454	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
455	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
456	0641372		Warranty, Foam System, Not Available	1
457	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
458	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
459	0683627		Certification, Vehicle Stability, CD0156	1
460	0736241		Certification, Engine Installation, Imp/Vel, Cummins L9, 2021	1
461	0686786		Certification, Power Steering, CD0098	1
462	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
463	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
464	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
465	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
466	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
467	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
468	0545073		Amp Draw Report, NFPA Current Edition	1
469	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
470	0799248		Appleton/Florida BTO	1
471	0000048		PUMPER/TANKER, 3rd Gen	1
472	0000012		PIERCE CHASSIS	1
473	0004713		ENGINE, OTHER	1
474	0046395		EVS 3000 Series TRANSMISSION	1
475	0520324		PIERCE PUMP, PUC	1
476	0020009		POLY TANK	1
477	0028047		NO FOAM SYSTEM	1
478	0020006		SIDE CONTROL	1
479	0020007		AKRON VALVES	1
480	0020015		ABS SYSTEM	1
481	0658751		PUMPER BASE	1

EM-102

October 6, 2022

Fire Chief Gerald Ezell
City of Joplin Fire Department
303 E. 3rd Street
Joplin, MO 64801

Subject: **Proposal for (2) two Pierce Velocity Pumper**
Proposal / Bid #608

Dear Fire Chief Ezell,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$1,954,900.00*** = $977,450.00ea x2
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Included in the above price.

100% Prepayment Option:

Should the City of Joplin Fire Department elect to make 100% prepayment 30 days after contract execution, a discount of ($49,476.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$1,905,424.00**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Joplin, MO

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due 30 days after Contract signing for **Prepay discount** to be applicable.

Delivery – 15.5 to 18.5 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for until **October 30, 2022**. *After October 31, 2022, Sale Price will increase to $2,081,968.50.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-7213 or mike.borgmann@macqueengroup.com .

We wish to thank the City of Joplin Fire Department for the opportunity to submit our proposal.

Respectfully,

Mike Borgmann

Mike Borgmann
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

COUNCIL BILL NO. 2022-613 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023, to adjust appropriations and containing an emergency clause.
.

WHEREAS, in the FY2022-2023 budget process, funds were included and presented to Council to cover the purchase of two (2) replacement fire engines.

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

Section 1. That a Purchase Order issued to MacQueen Emergency for the amount of One Million, Nine Hundred, Fifty-Four Thousand, Nine Hundred Dollars and 0 Cents, covering the cost of the two (2) new fire engines, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-009 and 2022-010 approving an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

MEETING DATE
October 17, 2022

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

SUMMARY:
This Council Bill approves an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

BACKGROUND:

A presentation and request was presented to the City Council at the October 3, 2022 informal council meeting by business owner Michelle Fowler of the Main Street Axe Company. The request was to allow her business, an axe throwing club, to be given an exemption under sections 10-17 and 10-82 to allow persons under 21 in her establishment because the business is licensed to sell intoxicating liquor and beer. She stated that she derives eighty percent (80%) of her income from the entertainment part of her business, that includes axe throwing, ping pong, skeeball and a soon-to-be added disc golf putting league. After the presentation, the City Council directed the City Attorney to bring an amendment to the Code to a future meeting to allow this exemption.

RECOMMENDATION:
Staff recommends this Council Bill be passed on first reading.

ATTACHMENTS:
Council Bill No. 2022-009 and 2022-010

COUNCIL BILL NO. 2022-009 ORDINANCE NO.

AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs.

WHEREAS, the City Code currently exempts bowling alleys from Section 10-17; and

WHEREAS, the Council finds that axe throwing clubs are an analogous use and desire to exempt them from Section 10-17.

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

Section 1. That Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" is amended to read as follows:

"It shall be unlawful for any person under the age of 21 years to linger or loiter in or about the premises of a business licensed to sell or dispense for consumption intoxicating liquor or intoxicating or nonintoxicating beer, except as provided in section 10-82, premises used primarily as a bowling alley **or an axe throwing club**, or premises licensed as provided in RSMo 311.480, or during the time when there is no alcoholic beverage on the premises or being consumed on the premises, or any person is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo 311.300."

Note: language which is **bold, underlined** has been added.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 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. 2022-009 and 2022-010 approving an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

MEETING DATE
October 17, 2022

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

SUMMARY:
This Council Bill approves an amendment to Sections 10-17 and 10-82 of the City Code allowing for axe throwing clubs to be exempt from the under 21 bar license requirement.

BACKGROUND:

A presentation and request was presented to the City Council at the October 3, 2022 informal council meeting by business owner Michelle Fowler of the Main Street Axe Company. The request was to allow her business, an axe throwing club, to be given an exemption under sections 10-17 and 10-82 to allow persons under 21 in her establishment because the business is licensed to sell intoxicating liquor and beer. She stated that she derives eighty percent (80%) of her income from the entertainment part of her business, that includes axe throwing, ping pong, skeeball and a soon-to-be added disc golf putting league. After the presentation, the City Council directed the City Attorney to bring an amendment to the Code to a future meeting to allow this exemption.

RECOMMENDATION:
Staff recommends this Council Bill be passed on first reading.

ATTACHMENTS:
Council Bill No. 2022-009 and 2022-010

COUNCIL BILL NO. 2022-010 ORDINANCE NO.

AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs.

WHEREAS, the City Code currently exempts bowling alleys from Section 10-82; and

WHEREAS, the Council finds that axe throwing clubs are an analogous use and desire to exempt them from Section 10-82.

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

Section 1. That Section 10-82 – "Presence of underage persons" is amended to read as follows:

(a) It shall be unlawful for any licensee holding a bar license of intoxicating liquor or nonintoxicating beer, or his employee, agent or servant, to either directly or indirectly suffer or allow a person under the age of 21 years to enter the premises or to linger or loiter in or about such premises. This section shall not apply to premises used primarily as a bowling alley **or an axe throwing club**, or to any person who is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo. 311.300.

(b) It shall be unlawful for any licensee holding a modified bar license of intoxicating liquor or nonintoxicating beer, or his employee, agent or servant, to either directly or indirectly suffer or allow:

(1) Any person under the age of 15 years to enter the premises or linger on or about such premises without the presence of a parent or legal guardian and after 10:00 p.m.

(2) Any person under the age of 21 years to enter the premises to linger on or about the premises after 10:00 p.m.

This section shall not apply to premises used primarily as a bowling alley **or an axe throwing club**, or to any person who is of the age of 18 years but under the age of 21 years and is employed as authorized by RSMo. 311.300.

(3) There shall be no restriction on the presence of persons under the age of 21 in or about any premises licensed as a restaurant/bar.

(c) For purposes of this section, the term "premises used primarily as a bowling alley" shall mean the amount of bowling and bowling supplies and equipment sales total at least 50 percent of the gross income of an establishment during the three most recent calendar months preceding.

(d) **For the purposes of this section, the term "premises used primarily as an axe throwing club" shall mean an establishment that has (1) a minimum of four axe throwing lanes, each of which shall have a minimum height of ten feet and a minimum width of six feet, (2) axes of no more than 12 inches in length and a head weight of no more than two pounds, and (3) complies with the safety standards promulgated by the World Axe Throwing League.**"

(e) This section shall not prohibit the presence of persons under the age of 21 years who are on the premises solely for the purpose of repairing fixtures or equipment, making deliveries to the premises, or cleaning the premises; provided that, except in the case of emergency, there is no alcoholic beverage then being consumed on the premises."

Note: language which is **bold, underlined** has been added.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney