JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 19, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
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
In compliance with the social distancing requirement of six feet, the number of guests in the
Council Chambers is limited to 45.

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

2. **Roll Call**

3. **Presentations**

   1. ARBOR DAY PROCLAMATION

      Documents:

      ARBOR DAY 2020.PDF

   2. WEATHERIZATION DAY PROCLAMATION

      Documents:

      WEATHERIZATION 2020 .PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Update From Joplin Sports Authority

   2. News From Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The October 5, 2020 City Council Meeting

      Documents:

      CC MINS.OCT. 5, 2020.PDF

   2. COUNCIL BILL NO. 2020-008

      AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-

271, Established; membership; terms of members; officers.

Documents:

CB2020-008.PDF

3. COUNCIL BILL NO. 2020-272

AN ORDINANCE providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.

Documents:

CB2020-272.PDF

9. Resolutions

1. RESOLUTION NO. 2020-015
A RESOLUTION supporting the construction of Memorial Hills II, a senior residential community.

Documents:

RESOLUTION NO. 2020-015_MEMORIAL HILLS II 2020_10-19-2020 MTG.PDF
MEMORIAL HILLS II - EXHIBIT RES 2020-015 14074 RENDER 9-22-20.PDF
MEMORIAL HILLS II EXHIBIT RES 2020-015 14074 AERIAL 9-22-20.PDF

2. RESOLUTION NO. 2020-016
A RESOLUTION supporting the rehabilitation of The Olivia Building, a senior residential community.

Documents:

RESOLUTION NO. 2020-016_OLIVIA BUILDING 10-19-2020 MTG.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020 – 368
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1012 Central Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Seventy-nine and 00/100 Dollars ($3,779.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-368 BID.PDF
CB 2020-368 PICTURES.PDF

CB 2020-368 SUMMARY.PDF
CB 2020-368.PDF

2. COUNCIL BILL NO. 2020-453

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:

CB2020-453 SUMMARY SHEET HUMANE SOCIETY CONTRACT.PDF
CB2020-453-COUNCIL BILL.PDF
CB2020-453 SUPPLEMENTAL ITEM HUMANE SOCIETY CONTRACT.PDF

3. COUNCIL BILL. 2020-454
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:

CB2020-454 SUMMARY SHEET.PDF
CB2020-454- COUNCIL BILL.PDF

4. COUNCIL BILL NO. 2020-455
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, 2020 and running through September 30, 2021, for the amount of up to Thirty Two Thousand, Eight Hundred Thirty Dollars and Ninety-Six Cents ($32,830.96), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB 2020-455 SUMMARY SHEET.PDF
CB2020-455-COUNCIL BILL.PDF
CB 2020-455 SUPPLEMENTAL ITEM-CONTRACT.PDF

5. COUNCIL BILL NO. 2020-521
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2020-521 SUMMARY BUDGET AMENDMENT FY 2020.PDF
CB 2020-521 BUDGET AMENDMENT ORDINANCE.PDF
CB 2020-521 SCHEDULE A BUDGET AMENDMENT.PDF

6. COUNCIL BILL NO. 2020-522
AN ORDINANCE providing for the Budget of the City of Joplin for the period

from November 1, 2020 to October 31, 2021, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2020-522 SUMMARY BUDGET ADOPTION FY 2021.PDF
CB 2020-522 BUDGET ADOPTION ORDINANCE.PDF
FY 2021 BUDGET SUMMARY.PDF
SUMMARY OF GOVERNMENTAL PROPRIETARY AND COMPONENT UNIT FUNDS.PDF
BUDGET RECONCILIATION-PROPOSED TO ADOPTED.PDF

7. COUNCIL BILL NO. 2020-523
AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2020 to October 31, 2021, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2020-523 SUMMARY FIRE BUDGET ADOPTION FY 2021.PDF
CB 2020-523 FIRE BUDGET ADOPTION ORDINANCE.PDF
FY 2021 BUDGET SUMMARY.PDF
SUMMARY OF GOVERNMENTAL PROPRIETARY AND COMPONENT UNIT FUNDS.PDF
BUDGET RECONCILIATION-PROPOSED TO ADOPTED.PDF

8. COUNCIL BILL NO. 2020-524
AN ORDINANCE approving the job description for Museum Curator and Assistant Director of Health and Environmental and Epidemiology Coordinator and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-524 SUMMARY POSITION CHANGES.PDF
CB 2020-524 ORDINANCE POSITION CHANGES.PDF
CB 2020-524 EXHIBIT A SALARY ADMINISTRATION PLAN.PDF
MUSEUM CURATOR.PDF
ASSISTANT DIRECTOR OF HEALTH AND ENVIRONMENTAL AND EPIDEMIOLOGY COORDINATOR.PDF

9. COUNCIL BILL NO. 2020-525
AN ORDINANCE approving a Contract by and between the City of Joplin and UMR to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-525 SUMMARY HEALTH INSURANCE STOP LOSS CONTRACT.PDF
CB 2020-525 ORDINANCE HEALTH INSURANCE STOP LOSS CONTRACT AGREEMENT.PDF
CB 2020-525 EXHIBIT A STOP LOSS AGREEMENT.PDF

10. COUNCIL BILL NO. 2020-526
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 2020-2021; and, containing an emergency clause.

Documents:

CB 2020-526 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2020.PDF
CB 2020-526 ORDINANCE ADOPTING NEW STEP PAY PLAN EFFECTIVE NOVEMBER 1 2020.PDF
CB 2020-526 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF
CB 2020-526 EXHIBIT B-SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS.PDF

11. COUNCIL BILL NO. 2020-527
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan for the Fire Department; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2020-2021; and, containing an emergency clause.

Documents:

CB 2020-527 SUMMARY NEW SALARY ADMINISTRATION PLAN FIRE DEPARTMENT EFFECTIVE NOVEMBER 1 2020.PDF
CB 2020-527 ORDINANCE ADOPTING NEW FIRE DEPARTMENT STEP PAY PLAN EFFECTIVE NOVEMBER 1 2020.PDF
CB 2020-527 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED FIRE DEPT.PDF

12. COUNCIL BILL NO. 2020-610
AN ORDINANCE approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-610 SUMMARY PARKS FACILITIES LEASE AGREEMENT.PDF
CB 2020-610 ORDINANCE PARKS FACILITIES LEASE AGREEMENT.PDF
CB 2020-610 SUMMARY OF FINANCIAL IMPACT.PDF
PARKS LEASE AGREEMENT PRESENTATION.PDF
EXHIBIT A LEASE AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-009
AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

COUNCIL BILL NO. 2020-009 W-ATTACHMENTS-

10122020140238.PDF

2. COUNCIL BILL NO 2020-168
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2020-168 SUMMARY SHEET 2020 EAST TOWN INFRASTRUCTURE SANITARY SEWER.PDF
   CB 2020-168 LOCATION MAP 2020 EAST TOWN TO BE CORRECTED.PDF
   BID TAB.PDF
   JOPLIN CONSTRUCTION CONTRACT FORM CDBG- 2020.PDF
   CB 2020-168 COUNCIL BILL 2020 EAST TOWN INFRASTRUCTURE SANITARY SEWER.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. 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, 2019. 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.

Anyone wishing to address the Council should step to the podium and state his/her name. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

PROCLAMATION

PROCLAIMING OCTOBER 19, 2020 AS ARBOR DAY

WHEREAS, Arbor Day was first observed with the planting of more than a million trees in Nebraska in 1972, and is now observed annually throughout our nation and world; and

WHEREAS, trees can reduce the erosion of precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Joplin is a Tree City and recognizes that trees, wherever they are planted, can be a source of joy and spiritual renewal.

NOW, THEREFORE, I, Ryan D. Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim October 19, 2020, as

ARBOR DAY

in the city of Joplin and urge our citizens to support the efforts to care for and restore our trees and woodlands.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 5th day of October 2020.

_____

Ryan D. Stanley, Mayor

PROCLAMATION

PROCLAIMING OCTOBER 30, 2020 AS WEATHERIZATION DAY

WHEREAS, the Missouri Department of Natural Resources Division of Energy Weatherization Assistance Program provides an economic boost for low-income individuals through lower energy costs and reduced arrearages; and

WHEREAS, the Weatherization Assistance Program uses federal, state, local and private dollars, benefits households and communities across the nation by providing cost effective, energy efficient retrofits to homes occupied by eligible, low-income Americans; and

WHEREAS, Weatherization reduces residential and power plant emissions of carbon dioxide while also making low-income communities more resilient to the effects of climate change; and

WHEREAS, Weatherization is critical amidst the COVID-19 Global Pandemic because indoor environments healthier, safer, and more comfortable for medically vulnerable individuals; and

WHEREAS, Economic Security Corporation of Southwest Area's Weatherization Assistance Program provides an economic boost for communities by providing employment opportunities and improved energy efficient housing stock and neighborhood conditions.

NOW THEREFORE, I, Ryan Stanley, Mayor of the City of Joplin, Missouri do hereby proclaim

OCTOBER 30, 2020 AS WEATHERIZATION DAY

and urge our citizens to work together to support and strengthen the Weatherization Assistance Program that has done so much for the betterment of all.

IN WITNESS, WHEREOF, I have hereto set my hand and cause the Great Seal of the City of Joplin to be affixed this 5th day of October 2020.

_____

Ryan Stanley, Mayor

JOPLIN CITY COUNCIL
OCTOBER 5, 2020
MEETING MINUTES

CALL TO ORDER

The October 5, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mayor Stanley.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Mayor Stanley presented a proclamation to representatives from Joplin's arts and cultural community to recognize October as National Arts & Humanities Month. In attendance were Emily Frankoski, Linda Teeter, Sharon Beshore, Jill Sullivan, Clifford Wert, Lauren Brown, and Holly and Bradley Crane

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Joplin Youth Council Update

Whitney Pachlhofer, City of Joplin liaison to the Joplin Youth Council, gave an overview of the JYC program.

Joplin City Council began this program in 2019 following a National League of Cities presentation highlighting the importance of providing service opportunities to students who exhibited an interest and initiative to assist their community.

Liaisons for the advisory board include Council Member Anthony Monteleone and former Council Member and Mayor Melodee Colbert-Kean. Mayor Ryan Stanley is also active with this group. Members are required to be Joplin residents and enrolled in grades 10 through 12. Terms are for one year and expire in May. Members may reapply at that time to continue serving on the council.

Members of the 2020-21 Youth Council are:

Jane Min	Thomas Jefferson	Chairperson
Kambrea (Kami) Manning	Joplin High School	Vice-Chair/ Public Relations Officer
Shrihari (Hari) Nagarajan	Thomas Jefferson	Secretary
John Wheeler	McAuley Catholic School	Treasurer
Jake Saunders	Joplin High School	
Caleb Thomas	College Heights	
Riley Peterson	College Heights	
Luke Johnson	College Heights	

Jane Min, Shrihari Nagarajan, and Caleb Thomas were in attendance and spoke on the JYC mission statement, upcoming projects and goals, and fundraising ideas.

Semi – Annual Insurance Update

Kim Wixson, Segal representative, presented the City of Joplin's Summary Healthcare Budget Projections, Assumptions, Rates and Fees for January 1, 2021.

The City experienced an operating deficit in fiscal 2019 and a surplus in year-to-date fiscal 2020. The 2020 contribution rates are projected to change as follows:

- Medical and prescription drug contribution rates will increase by approximately 1.1%
- Dental premium rates and corresponding contribution rates will decrease by 6.8%
- Vision premium rates and corresponding contribution rates do not change.
- Life and AD&D insurance premium rates and contributions decrease by 12.6% on a complete basis.

The projections are based on the assumptions and plan changes described in the report.

The City Council was pleased with the overall report.

CITIZEN REQUESTS AND PETITIONS

Jennifer Thompson invited the city council and the general public to attend a Missouri Constitution Class at Oakton Church, 2183 Oak Street, Carthage, MO on Saturday, October 10, 2020 from 8:30 a.m. to 1:00 p.m. The class is a review of the fundamentals of constitutional government.

Brian Evans spoke on the Police & Fire Prop B support by the city council. He also spoke in opposition to approving the Chamber of Commerce contract.

Nanda Nunnelly-Sparks spoke in regard to the JACC statement by Toby Teeter, regarding diversity and inclusion. She asked for an additional 2 minutes of speaking time to complete her comments. Motion by Mr. Cortez, second by Mr. Lawson to allow the additional time. Voting in favor were Council Members: Cortez, Copple, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Alyssa Adams spoke on comments made by some of the city council members regarding the Joplin Chamber of Commerce President Toby Teeter promoting a diverse and inclusive chamber.

Steve Urie spoke in support of Toby Teeter and the Chamber of Commerce and the behavior of Council to Mr. Teeter. Mr. Urie asked for an additional minute to finish his comments. Motion by Mr. Cortez, second by Mr. Copple to allow the additional time. Voting in favor were Council Members: Cortez, Copple, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Donald Clarke spoke on comments on recent Joplin Area Chamber of Commerce efforts to raise the profile of Joplin, nationally and internationally, as an attractive place for corporations to locate new campuses and remote workers.

Nike Jackson addressed Council regarding their decision to separate from the Chamber of Commerce. She is in support of the JACC diversity and inclusion statement.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2020-272

Mayor Stanley opened the Public Hearing

Clifford Wert spoke in favor on behalf of Harry Cornell Arts & Entertainment Complex.

No one appeared in opposition of this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-272

Mr. Cortez introduced Council Bill No. 2020-272 - an ordinance providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W. 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St. Motion by Mr. Cortez, second by Dr. Reid Adams to pass Council Bill No. 2020-272 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No.2020-272**

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Lawson to approve the Consent Agenda.

Minutes of the Sept. 21, 2020 City Council meeting

COUNCIL BILL NO. 2020-007 - an ordinance repealing Chapter 114, Traffic, Article II, Administration and Enforcement, Division 2, Traffic Violations Bureau. **Ordinance No. 2020-144**

COUNCIL BILL NO. 2020-162 - an ordinance authorizing the City of Joplin, Missouri, to enter into an Agreement with Wildwood Ranch, L.L.C., a Missouri Limited Liability Company, for the purpose of providing sanitary sewer service; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin. Ordinance No. **2020-145**

COUNCIL BILL NO. 2020-164 - an ordinance approving a Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of One Hundred Eight Thousand Six Hundred and 00/100 dollars ($108,600.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-146**

COUNCIL BILL NO. 2020-165 - an ordinance approving a construction agreement with Jeff Asbell Excavating and Trucking in the amount of Two Hundred Fifty-six Thousand, Five Hundred and No/100 Dollars ($256,500.00) for the 20th & Malang Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-147**

COUNCIL BILL NO. 2020-166 - an ordinance approving a construction agreement with G&G Construction in the not to exceed amount of Two Hundred Thirteen Thousand, Nine Hundred and No/100 Dollars ($213,900.00) for the 44th and Virginia Lift Station Improvement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020 148**

RESOLUTIONS

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-008

Mr. Copple introduced Council Bill No. 2020-008 - an ordinance amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established;

membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers. Motion by Mr. Copple, second by Ms. Williams to pass Council Bill No. 2020-008 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-008**

Mayor Stanley called for a recess at 7:39 p.m. The meeting reconvened at 7:50 p.m.

ORDINANCES – SECOND READING

THIRD READING

UNFINISHED BUSINESS

Additional Requests to Address Council

At this time, the City Council heard from the following citizens:

Joshua Shackles spoke in support of the Joplin Area Chamber of Commerce.

Philip Butler spoke in support of the Chamber of Commerce and Toby Teeter comments.

Jamie Lindsey spoke in support of the JACC diversity and inclusion proclamation.

Mark Neuenschwander spoke in support of JACC and Toby Teeter.

Christy Jones spoke in support of efforts by the Chamber of Commerce to promote equality and fair treatment in Joplin.

Frank Thompson spoke in opposition to the City of Joplin contract with JACC and Toby Teeter being involved with our city's economic development.

Drew Kimble spoke on concerns about JACC and the seeds of uncertainty that are being planted in our community.

Abbie Covington spoke on the ineffectiveness of the economic development contract. Ms. Covington asked for an additional minute to complete her comments. Motion by Mr. Stinnett, second by Mr. Cortez to allow the additional time. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Patsy Robinson spoke on the Chamber of Commerce issue regarding the JACC president's involvement about diversity in the community.

Eileen Donnelly spoke on the need for law and order for a civil society.

Ryan Jackson spoke on the potentially poor investment by the city to use the JACC for economic development purposes while Toby Teeter is employed there as the Chamber President.

Discussion of Joplin Area Chamber of Commerce Budget Request

Issue #1 – Chamber of Commerce Request: continue funding Economic Development services at a cost of $195,000 ($5,000 decrease); request to continue funding the MoKan Partnership at a cost of $52,000.

This item was tabled at the September 23, 2020 City Council budget work session.

Motion by Mr. Cortez, second by Mr. Copple, to remove this item from the table to allow discussion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

After discussion, a motion was made by Mr. Lawson and seconded by Mr. Cortez to approve both requests under Issue #1. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: 0. Abstention: Williams, 1.

NEW BUSINESS

News from the Public Information Office/Read by City Clerk Barbara Gollhofer

Congratulations to Council member Gary Shaw. He was recently named Citizen of the Year by the Joplin Area Chamber of Commerce. Many of us know Mr. Shaw as a Council member for the past 18 years. He was elected to serve as Mayor from 2008 to 2010 and again from 2018 to 2020. Prior to serving on the City Council he was Chairman of several City boards, President of Main Street Joplin, President of Life Choice Ministries, Vice President of Joplin Area Chamber of Commerce, and Treasurer of Joplin Area Ministerial Alliance, Mr. Shaw is a trustee, elder and staff member of Central Christian Center, where he has served, as executive administrator, for the past forty years. He and his wife and best friend Kathy have been married for more than 55 years. Again, congratulations Mr. Shaw – thank you for all you do to help make Joplin a great place to live, work and play!

Joplin Parks and Recreation is hosting a seasonally themed movie night at McClelland Park on Friday, October 16th. The Movie at McClelland event will feature bonfires, yard games, and a showing of the 2019 hit "The Addams Family" on the Department's giant inflatable screen. This event is being held in lieu of the Department's annual Old-Fashioned Hayride. There is no cost to attend, but registration is required. Those interested may register by calling the Joplin Parks and Recreation office at 417-625-4750. Space is limited. Registered groups may bring blankets and chairs to sit in designated spaces that are appropriately distanced apart. Check-in will begin at 6:30 p.m. The movie, sponsored by Missouri Care, will start at dusk.

More information about these events can be found on our website at joplinmo.org. Thank you.

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, 2019. 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. Cortez, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting was adjourned at 9:15 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers.

MEETING DATE
October 5, 2020

ORIGINATING DEPT
Convention & Visitors Bureau

ATTACHMENTS
Council Bill No. 2020-008

REVIEWED BY
CVB Director: Patrick Tuttle; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
The following ordinance amends Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board, Section 30-271, Established; membership; term of members; officers, by striking "The member of the chamber may serve more than two consecutive terms."

BACKGROUND
The CVB Board recently recommended changes to its membership. One of the recommended changes was that the chamber member not be permitted to serve more than two consecutive terms. The Board's reasoning was that no other board members were permitted to serve more than two consecutive terms. This change is consistent with the general rule that board and commission members are not permitted to serve more than two consecutive terms pursuant to Sec. 2-141 of the Joplin City Code. This request from the CVB Board was presented to the City Council at its August 10, 2020 Work Session, and the Council gave informal approval to approve this change. This change now comes to the Council for formal approval.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval.

COUNCIL BILL NO. 2020-008 ORDINANCE NO.

AN ORDINANCE amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers.

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

Section 1. That Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board, Section 30-271, Established; membership; term of members; officers be repealed, and a new Section 30-271, Established; membership; terms of members; officers, is enacted in lieu thereof, as follows:

"Sec. 30-271. - Established; membership; term of members; officers.

The city council hereby establishes an advisory board to be known as the convention and visitors' advisory board, consisting of 11 members, with four members to be from the motel/hotel industry, one member to be from the restaurant business, one member to be from the Joplin Area Chamber of Commerce (chamber), one from the media or advertising profession, one from area attractions, one from retail; and, two members to be at large. Members shall be appointed by the mayor, with their appointment to be confirmed by the city council. The chamber member shall be the President of the Joplin Area Chamber of Commerce or his/her designee who shall be subject to confirmation of the council. Any such designee shall be an employee or board member of the chamber. All members shall be appointed for a term of three years. The board shall elect from its membership a chairman, vice-chairman, and secretary."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-272 - Alley Vacation

MEETING DATE:
October 5, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 033-20: Alley Vacation – A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St. – City of Joplin.

BACKGROUND:
The Cornell Arts Complex is planning on redeveloping this site and the alley, being located in the middle of the site, inhibits potential construction on the site. No plans for new utilities to be located in the right-of-way. Currently, the site is a parking lot for Memorial Hall, and the alley as platted is not used. Right now, it is not possible to access the alley as platted with a vehicle as it is being used as pedestrian access through the parking lot.
There are currently utilities in the alley, including sewer, that will need to be rerouted.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. The City is requesting to vacate this alley right-of-way, generally known as the Memorial Hall Parking Lot. Currently, the right-of-way is not accessible to vehicular traffic, there are no curb cuts on the North or South end. It has been set aside for pedestrian access. The request comes down to the Cornell Arts Complex, who is planning on a redevelopment of the site for their Arts Complex. The location of the building will be generally in the center. The utilities will have to be relocated. We are protected in the Memorandum of Understanding with the Cornell Arts Complex that if they do not complete construction, the land comes back to the City.

PUBLIC COMMENT;
Lacrisha Olsson and she is recently homeless due to a domestic on July 7, 2020. She stated that she was in favor of this project.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval (6 in Favor, 0 Nays, 1 Absent).
Staff recommends approval of Case 033-20.

ATTACHMENTS
CB 202- 272, Staff Planning Report, P&Z Commission Minutes

CB 2020-272

Case 033-20: Alley Vacation- A request to vacate alley right-of-way lying North of W 8th Street and South of W. 7th Street located on property at the Southwest corner of S Joplin Ave. and W. 7th St. – City of Joplin.

Keegan Stanton, 602 S. Main Street, Joplin, MO. The City is requesting to vacate this alley right-of-way, generally known as the Memorial Hall Parking Lot. Currently, the right-of-way is not accessible to vehicular traffic, there are no curb cuts on the North or South end. It has been set aside for pedestrian access. The request comes down to the Cornell Arts Complex, who is planning on redeveloping the site for their Arts Complex. The location of the building will be generally in the center. The utilities will have to be relocated, so there will be no easement reservation included in the vacation. We are protected in the Memorandum of Understanding with the Cornell Arts Complex that if they do not complete construction, the land comes back to the City. Staff does recommend approval of this case.

Mr. Ledford wanted to know about the time frame are we looking at?

Mr. Stanton asked if he was talking about the utilities, and Mr. Ledford stated he was. When the site work gets started we will have to coordinate with them. They have hinted at starting construction sometime in the Spring of 2021.

Mr. Ramsour asked if anyone in the audience would like to speak in favor of this case?

Lacrisha Olsson and she is recently homeless due to a domestic issue on July 7, 2020. She stated that she was in favor of this project. It will help the children out with the concept of the Arts.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There were not. Mr. Ramsour asked if there was anyone in opposition to the case? There were not.

MR. EASTMAN MOVED, SECONDED BY MR. LEDFORD, CASE 033-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: September 14, 2020
City Council Meeting: October 5, 2020

STAFF PLANNING REPORT
Vacation

CASE 033-20 A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Southwest corner of S. Joplin Ave. and W. 7th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley Right-of-Way	Approximately 200' x 30'

REASON FOR VACATION

The Cornell Arts Complex is planning on redeveloping this site and the alley, being located in the middle of the site, inhibits potential construction on the site.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities will be required.

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

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

DISCUSSION

The Cornell Arts Complex is looking to construct a performing arts center on this site. The proposed preliminary plans show the structure to be more or less centered on the site. Alley right-of-way would restrict the ability of the Cornell Arts Complex from building according to their design. This alley right-of-way would also be a hinderance to any other development that could occur at the site.

Currently, the site is a parking lot for Memorial Hall, and the alley as platted is not used. Right now, it is

not possible to access the alley as platted with a vehicle as it is being used as pedestrian access through the parking lot.

There are currently utilities in the alley, including sewer, that will need to be rerouted.

Staff recommends approval of Case 033-20.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 033-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 9-14-20

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext 511

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

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation____

Alley Vacation X

Utility Vacation____

Other (Please specify)_____

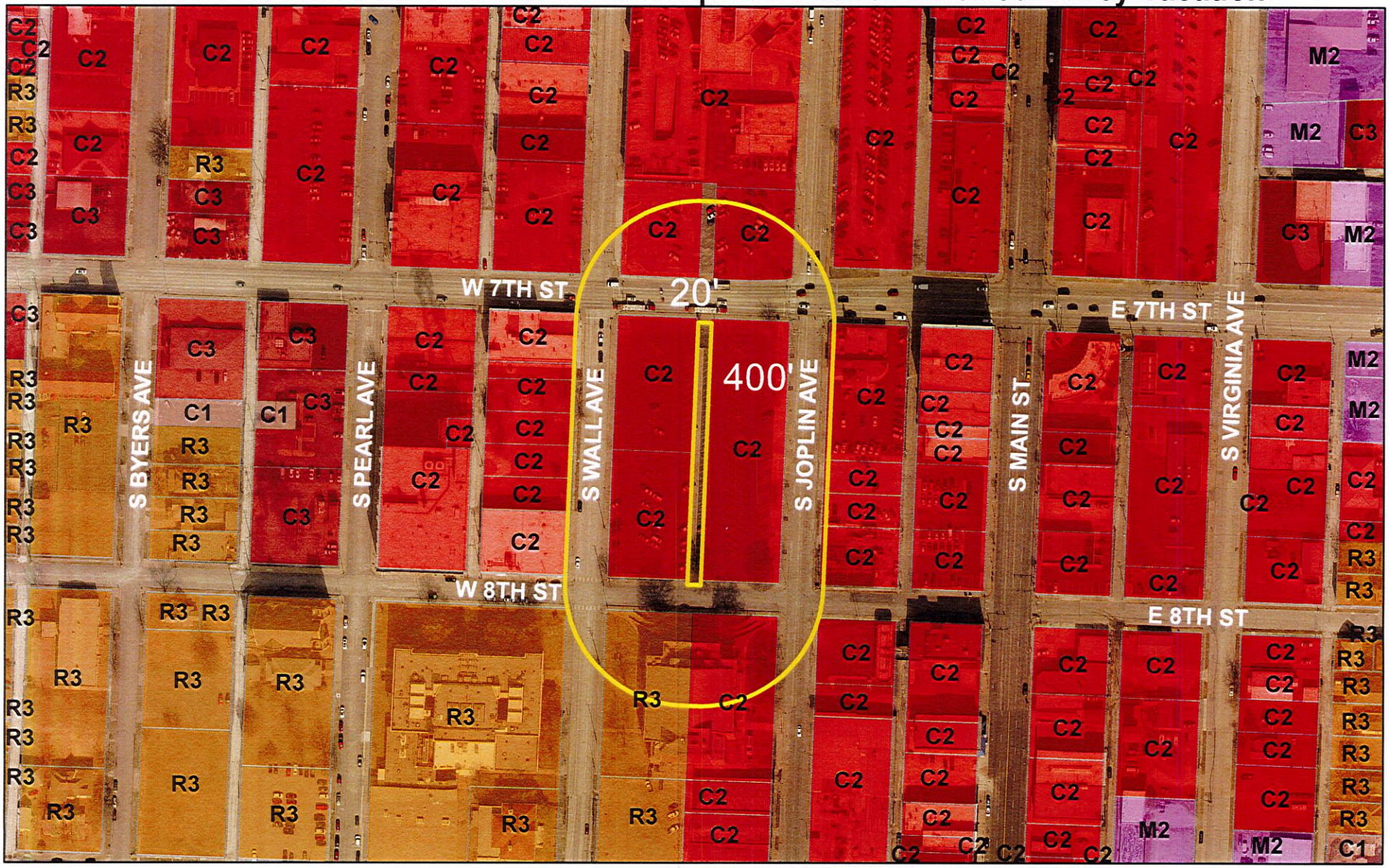
III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. True. However, all existing utilities will need to vacate the alley.

2. The vacation will not cause the public to suffer a loss or inconvenience. True. The existing sanitary sewer is being rerouted with this project.

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

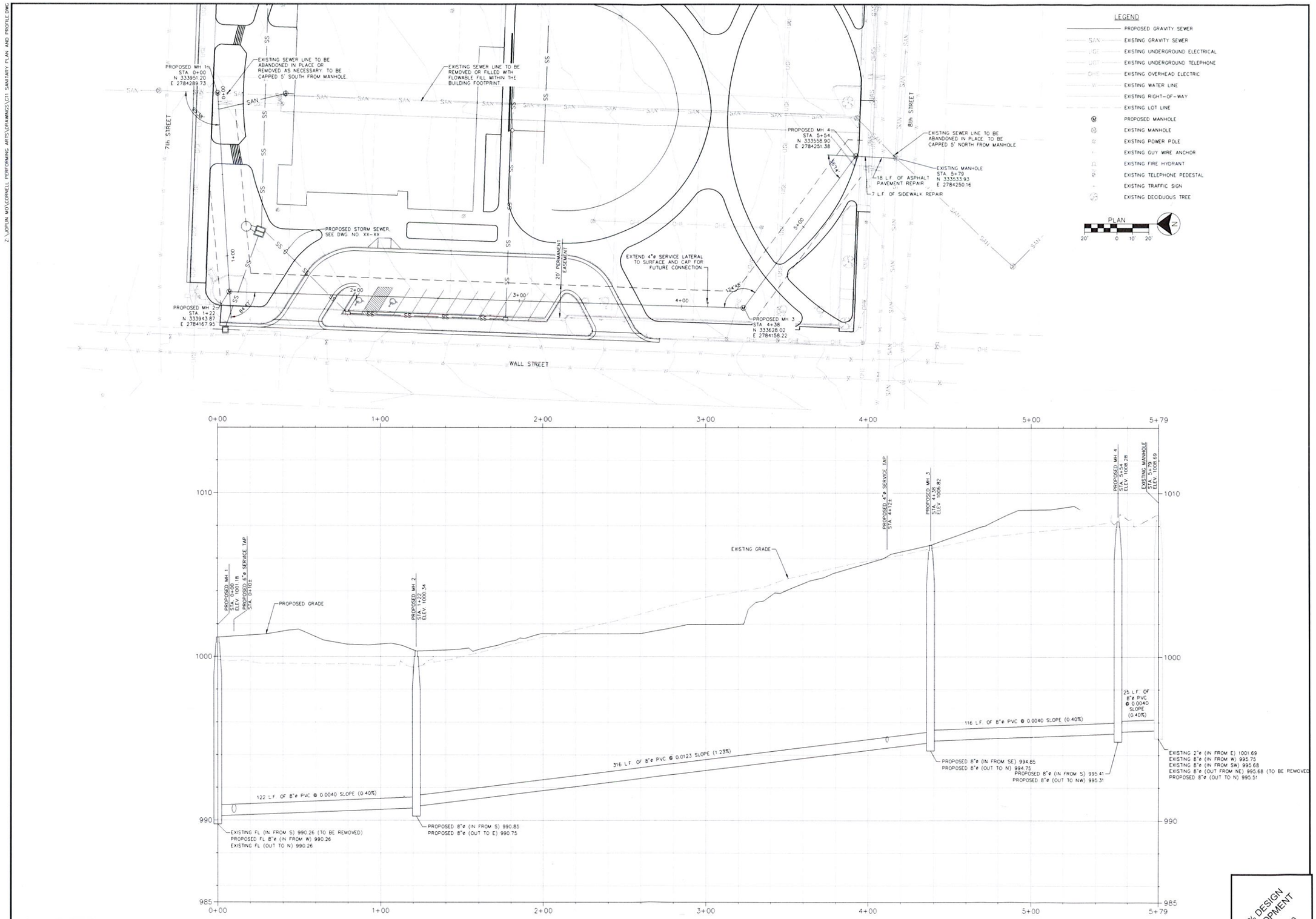
Case 033-20: Southwest corner of S. Joplin Ave. and W. 7th St. - Alley Vacation



Case 033-20: Alley Vacation – A request to vacate alley right-of-way lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.. – City of Joplin

0 105 210 420 630 840 Feet

N



Z:\JOPLIN MO\CORNELL PERFORMING ARTS\DRAWINGS\C11 SANITARY PLAN AND PROFILE.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

DATE	REVISION

DWN. BY	MHJ
CKD. BY	MCK
APPD. BY	MCK
DATE	VALUE

SANITARY PLAN AND PROFILE
CORNELL PERFORMING ARTS CENTER
JOPLIN, MISSOURI

DWG. NO. C11

100% DESIGN DEVELOPMENT
6/12/2020

Z:\JOPLIN MO\CORNELL PERFORMING ARTS\DRAWINGS\XR-EXISTING.DWG



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY	SRM
CKD. BY	CSE
APPD. BY	CSE
DATE	8/30/2019

EXISTING SITE PLAN
CORNELL PERFORMING ARTS
JOPLIN, MISSOURI

DWG. NO.
X

P & Z Case 033-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-272 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St.

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

Section 1. The City hereby vacates the following described alley way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St described as:

> An Alley Way 20 feet in width to be vacated, being part of Byers and Murphy's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri. Being described more fully as follows: said Alley Way lying East of Lots 93 through 100, lying West of Lots 85 through 92 in said Byers and Murphy's Addition, lying South of East 7th Street and Lying North of East 8th Street, all in Byers and Murphy's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, more generally described as 400 feet of 20-foot-wide alley right-of-way lying North of W. 8th St. and South of W. 7th St.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
ATTEST: Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION 2020-015

A RESOLUTION supporting the construction of Memorial Hills II, a senior residential community.

WHEREAS, Parker Development, LLC, has proposed to develop up to fifty-four (54) units of senior housing known as Memorial Hills II located at W. 27th Street and S. McCoy Avenue in the City of Joplin; and,

WHEREAS, the City of Joplin, Missouri, recognizes the need for safe, quality-built, affordable housing for seniors as a priority; and,

WHEREAS, the construction of this residential apartment community will provide affordable housing for seniors and will be in the best interest of residents of Joplin, Missouri.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Joplin that enthusiastic support is hereby granted to Parker Development, LLC, for the 2020 Application to the Missouri Housing Development Commission for tax credits and financing to assist in the development of the aforementioned project.

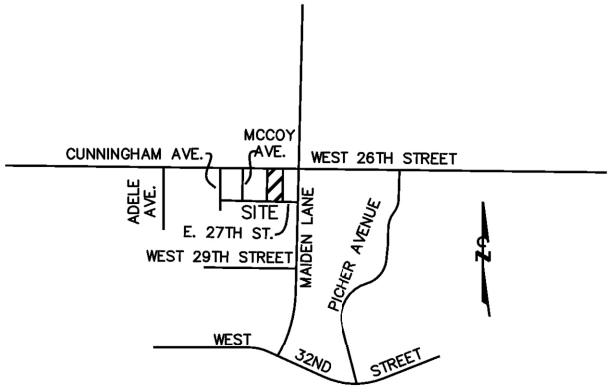
PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of October, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

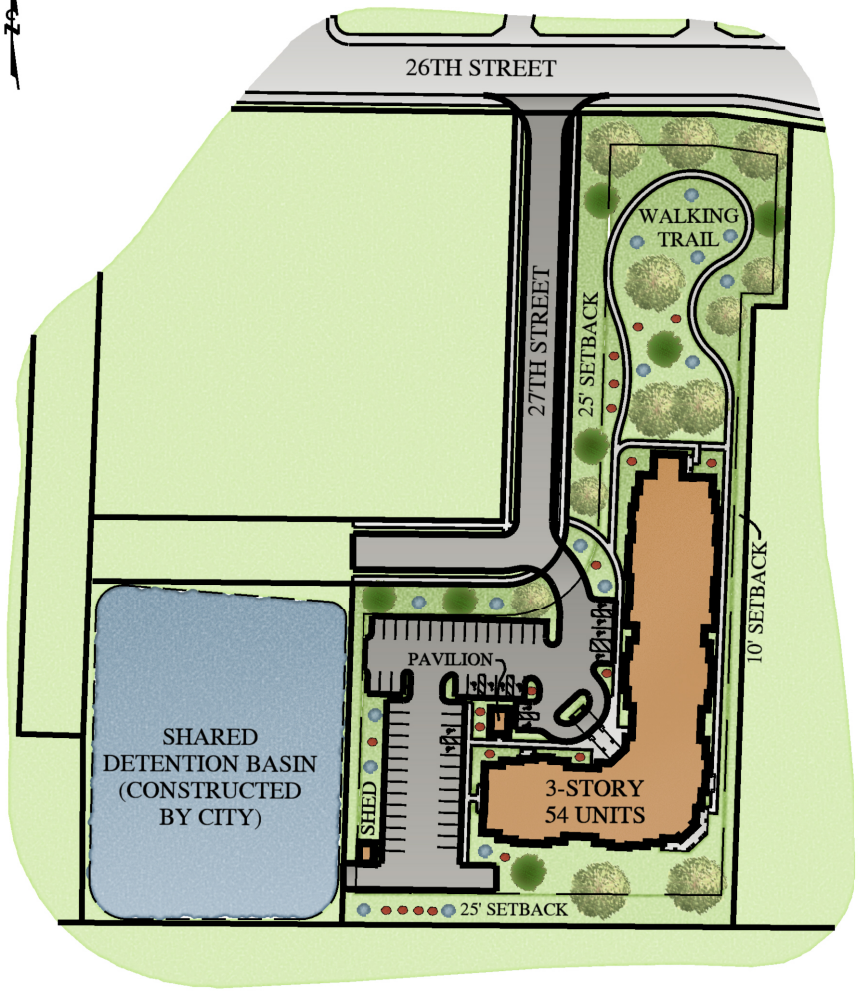
_____
Barbara J. Gollhofer,
City Clerk

PROPOSED SITE
MEMORIAL HILLS PHASE II
JOPLIN, MISSOURI
SEPTEMBER 2020



SITE LOCATION MAP

NOT TO SCALE



0 150

SCALE: 1" = 150'

N

SITE AREA = 3.15 ACRES
1 3-STORY BUILDING = 54 UNITS
54 PARKING STALLS

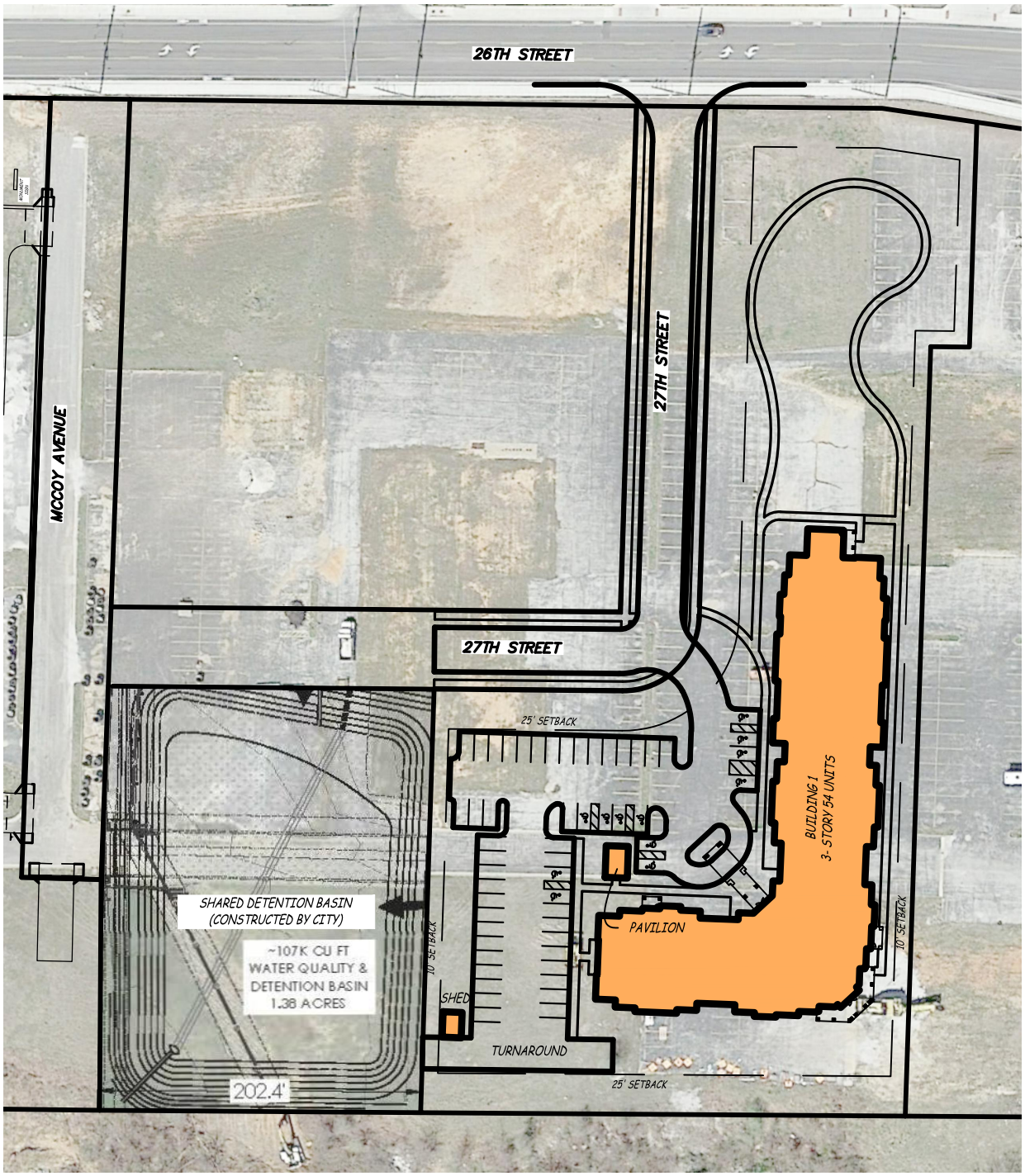
Engineering Surveys and Services

1113 Fay Street, Columbia, Missouri 65201
573 - 449 - 2646 - www.ESS-Inc.com

Missouri Engineering Corporation # 2004005018

14074

SCALE: 1" = 100'



MEMORIAL HILLS PHASE II

JOPLIN, JASPER COUNTY, MISSOURI

SEPTEMBER 2020

Engineering Surveys & Services

1113 Fay Street, Columbia, Missouri 65201

573 - 449 - 2646 | www.ess-inc.com

Missouri Engineering Corporation # 2004005018

14074

RESOLUTION 2020-016

A RESOLUTION supporting the rehabilitation of The Olivia Building, a senior residential community.

WHEREAS, Bywater Development Group, LLC, has proposed to develop up to forty (40) units of senior housing known as The Olivia Building located at 320 S. Moffet Avenue in the City of Joplin; and,

WHEREAS, the City of Joplin, Missouri, recognizes the need for safe, quality-built, affordable housing for seniors as a priority; and,

WHEREAS, the construction of this residential apartment community will provide affordable housing for seniors and will be in the best interest of residents of Joplin, Missouri.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Joplin that enthusiastic support is hereby granted to Bywater Development Group, LLC, for the 2020 Application to the Missouri Housing Development Commission for tax credits and financing to assist in the development of the aforementioned project.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of October, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

CLOSING DATE:	7-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	1012 E. Central St

COMPANY	BIDS
B & D Yardbuilders	$5,200.00
Big John's Heavy Equipment	$4,900.00
Gator Industrial	$3,779.00
Nelson's Enterprises	



COUNCIL BILL 2020-368
1012 CENTRAL AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 368, Building Regulations

MEETING DATE
October 19, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 1012 Central Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 19, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 24, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 7, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,779.00
B & D Yardbuilders	$5,200.00
Big Johns	$4,900.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,779.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 368, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 368 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1012 Central Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Seventy-nine and 00/100 Dollars ($3,779.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Three Thousand Seven Hundred Seventy-nine and 00/100 Dollars ($3,779.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1012 Central Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1012 Central Ave. and legally described as:

ALL OF LOT NUMBERD THREE (3) BLOCK FIFTY (50) IN SECOND ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-453 – 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 19, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-453 Humane Society Animal Sheltering Agreement

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: 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 animals involved in bite situations.

The Society has requested a 2.1% 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 this agreement period is approx. $273,300.

The agreement period will be from November 1, 2020 through October 31, 2021. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one (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. 2020-453 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 2019 did receive 3,944 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 19th day of October, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2020, 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 Twenty-Eight and 35/100 ($28.35) 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 Eight and 85/100 ($8.85) dollars per animal.

(b) **Animal Sheltering Fee** of Eight and 30/100 ($8.30) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fifteen and 95/100 ($15.95) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Twelve and 58/100 ($12.58) dollars per animal.

(e) **Cremation Fee** of Sixteen and 12/100 ($16.12) Dollars or .55/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 33/100 ($5.33) 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 2020 and continue until October 31, 20. 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 _____ 2020.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards, City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-454 – approving a 2.1% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-454 Council Bill

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

SUMMARY
This Council Bill authorizes a 2.1% 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 contract 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 $27.77 to $28.35.
- Animal Intake and Tracking Fee $8.67 to $8.85.
- The per day care charge for impoundment of dogs or cats $8.13 to $8.30.
- The per day quarantine charge for dogs and cats $15.62 to $15.95.
- Animal euthanasia fee $12.32 to $12.58.
- Animal cremation fee $15.79 to $16.12.
- Small animal cremation fee $5.22 to $5.33.

The fees would become effective November 1, 2020

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. 2020-454 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 this 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	$8.85
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$8.30
(3) Quarantine Fee for each day or fraction thereof	$15.95
(4) Euthanasia Fee	$12.58
(5) Cremation Fee	$16.12
(6) Small Animal Cremation Fee	$ 5.33

(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 effective November 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th day of October, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-455 – approving an amendment to the Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-455 Ordinance; Missouri Department of Health and Senior Services Program Services Contract for Maternal Child Health Services

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

SUMMARY
This Council Bill approves a Program Services Contract between the Missouri Department of Health and Senior Services and the Joplin City Health Department to provide maternal child health services. The Council has previously approved similar annual contracts.

BACKGROUND
This is the third year of a three-year contract work plan that was developed to address a priority health issue for the maternal and child health population in Joplin. The priority health issue is obesity among women of childbearing age. As part of the work plan, City staff are working with other community health partner agencies and organizations in activities that will lead to improved health of area women. These activities include such areas as dissemination of educational materials on healthy living, advocacy for safer and more available walking venues, and implementation of a community walking initiative. The walking initiative, Livesmart Walk, encourages the formation of walking groups. These groups are associated with businesses, churches, neighborhood groups and others. The contract amount is $32,830.96 for the period of October 1, 2020 through September 30, 2021.

FUNDING SOURCE
Missouri Department of Health and Senior Services.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with preservation of public health and 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.

COUNCIL BILL NO. 2020-455 ORDINANCE NO.

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, 2020 and running through September 30, 2021, for the amount of up to Thirty Two Thousand, Eight Hundred Thirty Dollars and Ninety-Six Cents ($32,830.96), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

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 provides for the health enhancement activities for residents of the city and has a time limitation for approval of contract and use of funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th day of October, 2020, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
OCT 0 5 2020

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractor to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to https://health.mo.gov/atoz/bma/index.php
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
46439	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2018	9/30/2021	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC19380194		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0196		DUNS NUMBER 010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #1 TO CONTRACT AOC19380194

Joplin City Health Department

CONTRACT TITLE: Maternal Child Health

CONTRACT PERIOD: October 1, 2020 through September 30, 2021

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Paragraph 1.1 in its entirety and replace with revised Paragraph 1.1 as follows:

   1.1 The contract amount shall not exceed $32,830.96 for the period of October 1, 2020 through September 30, 2021

2. Delete Section 5. Deliverables and Outcomes, Section 6. Reports, and Section 7. Budget and Allowable Cost, in their entirety and replace with Revised Sections 5, 6 and 7 as follows:

   5. DELIVERABLES AND OUTCOMES

   5.1 The Contractor shall address at least one priority health issue(s) derived from the state's Title V Maternal and Child Health Services Block Grant priorities. The Contractor's selected Priority Health Issue(s) shall be identified in the FFY2019-2021 contract work plan.

   5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address the priority maternal child health issue(s) identified in the FFY2019-2021 contract work plan.

   5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

   5.4 The Contractor shall identify, track and monitor targeted national, state, and local outcome measure(s) and any additional performance indicator data/measures and analyze FFY2019-2021 contract work plan performance trends.

5.5 If the Contractor desires to make changes to the approved FFY2019-2021 contract work plan or the annual contract budget before the end of the contract year, the Contractor shall submit the proposed revised FFY2019-2021 contract work plan or proposed revised annual contract budget to the MCH Services Program via an electronic email attachment.

5.6 Based on an examination of state and local quantitative and qualitative data, community engagement, and self-determination of local capacity, the Contractor shall complete a focused local assessment of the health status, strengths, weaknesses, and needs of the MCH population in their community, based on the population domains of women/maternal, perinatal/infant, child, and adolescent, and existing health inequities and weaknesses/gaps in access to care.

5.6.1 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS); Missouri Information for Community Assessment (MICA) Data Profiles; Community Maternal, Infant and Child Health Profile(s) provided by the Department; local community health data; surveillance data; and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.

5.6.2 The Contractor shall seek input from MCH stakeholders including families/consumers, providers and other community partners about the issues related to local MCH program services and delivery.

5.6.3 Based on the findings from the focused local assessment, the Contractor shall select **at least one** priority health issue derived from the Missouri Title V MCH Block Grant FFY 2021-2025 MCH Priorities and develop a five-year (FFY2022-2026) work plan to address the selected top priority health issue(s).

5.6.4 The Contractor shall develop a proposed FFY2022 contract budget for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st via an electronic email attachment.

5.6.5 The Contractor shall establish a five-year (FFY 2022-2026) evaluation plan for tracking and monitoring progress on the work plan and analyzing performance trends which shall include identification of targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), and methods for analyzing performance trends.

5.7 Proposed five-year, (FFY2022-2026), Work Plan:

5.7.1 The Contractor shall develop and submit a proposed five-year (FFY2022-2026) work plan to address the selected top priority health issue(s). The proposed work plan shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment. The proposed work plan shall include the following:

a. Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);

b. A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;

c. Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));

d. Evidence-based strategies that will be used to address the problem;

e. System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:

1.) System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after three years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

2.) Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-

based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

f. Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;

g. Strategies to address the identified health inequities; and

h. Strategies to address existing weaknesses/gaps in access to care.

5.7.2 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.

5.7.3 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

5.7.4 The Contractor shall propose a work plan to meet the following requirements:

a. The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract as set forth herein by the MCH Services Program. The proposed work plan shall be for the five-year period of October 1, 2021 through September 30, 2026.

b. The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention Model; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

c. The work plan component shall be submitted to the Department's MCH Services Program for approval on the program provided template. The proposed work plan shall be submitted electronically via an e-mail attachment to the MCH Services Program DNC.

1.) The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the Department's MCH Services Program Manager and Health Program Representative.

d. If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program via an electronic email attachment.

e. The Department reserves the right to clarify or verify any component of the proposed five-year work plan.

f. The Contractor shall disseminate the final, approved work plan to the community stakeholders.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program DNC via an electronic email attachment

6.2 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report shall include the following for each level of the Spectrum of Prevention:

a. Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes.

b. Assessment of progress toward achieving the system outcomes.

c. Listing of achievements to support assessed level of progress toward achieving the system outcomes.

6.3 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the third contract period. The Contract Outcomes Report shall include the following:

6.3.1 System outcomes set forth in the approved work plan have been met or not met.

6.3.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

6.3.3 Description of challenges/barriers in completing activities, meeting the contract deliverables, and fulfilling the purpose of the MCH Services contract as stated herein.

6.3.4 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

6.3.5 Finalized evaluation plan, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, any revisions from original evaluation plan, and conclusions.

6.3.6 Annual financial report on use of contract funding to address the selected priority health issue(s) and implement the FFY2019-2021 contract work plan, and, as applicable, a detailed report of ALL other maternal and child health initiatives/activities supported with the use of contract funding.

6.3.7 Compliance with the contract funding and general contract provisions.

6.3.8 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.3.9 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.4 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6.5 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

6.6 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated

in Exhibit 2, which is attached hereto and incorporated by reference as if fully set forth herein.

7.1.1 The Contractor shall submit the Budget Page (Exhibit 2) with the signed contract.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget for approved expenditures without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect costs

7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

7.4.2 The Contractor shall use the indirect rate as stated on the Budget Page (Exhibit 2) to calculate indirect cost. The Contractor shall not bill the Department for indirect cost that exceeds this percentage of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

7.7 The Contractor shall follow competitive procurement practices.

7.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

7.9 Funding Provisions

7.9.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).

7.9.2 Funding for this contract is awarded annually for a one-year funding period only.

7.9.3 Funding for this contract shall be expended during the applicable contract period.

7.9.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.

7.9.5 Funding for this contract shall be expended as follows:

a. A minimum of **60%** of contract funding MUST be spent on implementing the approved FFY2019-2021 contract work plan to address the selected priority health issue(s); and

b. A maximum of **40%** of contract funding may be spent to expand or enhance other specific MCH initiatives/activities that improve the health of the maternal and child health population and address local maternal and child health issues, including the implementation of science-based approaches to respond to COVID-19 and address related maternal child health population needs.

7.9.6 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

7.9.7 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

7.9.8 Funding for this contract shall not be used for inpatient services, political purposes, food or entertainment, land or buildings, major medical equipment, or research or training at a public, for-profit entity.

7.9.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

7.9.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid.

3. Delete Paragraph 8.2.1 and replace with revised Paragraph 8.2.1 as follows:

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2020 should have the following invoice number MCH1020.

4. Add Paragraph 8.2.2 as follows:

8.2.2 The Contractor shall specify the amount of MCH Services contract funds utilized for COVID-19 response efforts in each invoice and include the

following statement in the comments field of the Vendor Request for Payment form: MCH Services contract funds utilized for COVID-19 response efforts: $_____.

5. Delete Paragraph 9.6 in its entirety and replace with revised Paragraph 9.6 as follows:

9.6 The Contractor shall submit proposed work plan amendment request prior to March 31st.

6. Add Section 18. Subcontracting in its entirety as follows:

18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

7. Add Exhibit 2, Budget, as attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

LPHA Name:			
Completed By:		Date:	
Contact Email:		Phone #:	

FFY 2021 Maternal Child Health Services Contract Budget			
Section A			
Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	0.00	0.00	
Planned Budget	0.00	0.00	0.00
Operational Expenses	0.00	0.00	0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	**0.00**	**0.00**	**0.00**
Indirect (Administrative Cost) %	**0.00**	**0.00**	**0.00**
MCH Contract Total	**0.00**	**0.00**	**0.00**
Surplus/Deficit	0.00	0.00	0.00

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	46439	**State:** 0% $0.00	**Federal:** 100% $98,219.75
Contract Title:	MATERNAL CHILD HEALTH SERVICES		
Contract Start:	10/1/2018 **Contract End:** 9/30/2021	**Amend#:** 02	**Contract #:** AOC19380194
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.994	**Research and Development:** N
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award:	1B04MC32553-01, 6B04MC32553-01
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year:	2019 **DHSS #:** 19MCH **Federal Obligation:** $32,463.32

CFDA: 93.994	**Research and Development:** N
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award:	1B04MC33849-01, 6B04MC33849-01
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year:	2020 **DHSS #:** 20MCH **Federal Obligation:** $65,756.43

*** The Department will provide this information when it becomes available.**

Project Description:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build Maternal Child Health systems and expand the resources those systems can use to respond to priority health issues.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-521 – Approving a budget amendment for FY 2020

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-521 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 2019-2020 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, copy services, electric charges, gas charges, water charges, wastewater charges, and postage charges.
- Amending various departments for fuel costs and central garage repairs.
- Amending various departments for COVID-19 related costs.
- Amending various departments for repairs and contracts.
- Amending health self-insurance fund and worker's compensation fund for claims costs.

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 $1,981,000.00.

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. 2020-521 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, 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 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing appropriations by the total amount of One Million Nine Hundred Eighty-One Thousand Dollars and No Cents ($1,981,000.00) 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
12-Oct-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-5010	Consulting Fees	$		45,000
	City Clerk	001-0803-500-5055	Contractor Fees			1,000
	Human Resources Personne	001-1202-500-7015	Advertising			13,000
	Building Regulations	001-1506-570-7131	Merchant Card Service Fee			6,400
	Finance Accounting Services	001-2003-500-5008	COVID-19 Fees			10,000
	Finance Accounting Services	001-2003-500-5045	Auctioneer Fee			2,650
	Finance Accounting Services	001-2003-500-5230	Banking Services			750
	Information Technology	001-2501-500-3015	Telephone Charges			4,000
	Information Technology	001-2501-500-5008	COVID-19 Fees			30,000
	Police Administration	001-5501-510-3115	Fuel, Oil & Diesel			2,500
	Police Patrol	001-5502-510-4210	Central Garage Repairs			25,000
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies			5,000
	Police Jail Services	001-5507-510-5008	COVID-19 Fees			6,500
	Fire Operations	001-6002-510-1725	Employee Physicals			8,500
	Fire Operations	001-6002-510-3015	Telephone Charges			1,000
	Fire Operations	001-6002-510-4205	Vehicle Repairs			17,500
	Fire Operations	001-6002-510-5008	COVID-19 Fees			12,000
	Emergency Management	001-7002-510-2050	Operatinal Supplies			1,300
	Emergency Management	001-7002-510-5265	Maintenance Contracts			5,000
	Neighborhood Improvement	001-8001-520-3015	Telephone Charges			2,000
	Total General Fund			$	-	199,100
101	Public Safety Sales Tax					
	Police	101-5575-510-3015	Telephone Charges	$		3,000
	Training Center	101-6275-510-3015	Telephone Charges			2,000
	Total Public Safety Sales Tax Fund			$	-	5,000
110	Health Fund					
	Federal Grants	110-3590-550-1010	Regular Wages	$		75,000
	Total Health Fund			$	-	75,000
115	Parks Fund					
	Parks Athletic Complex	115-6516-560-3020	Water Charges	$		10,000
	Parks Athletic Complex	115-6516-560-4210	Central Garage Charges			8,500
	Parks Athletic Complex	115-6516-560-5008	COVID-19 Fees			2,000
	Parks Stadium Maintenance	115-6530-560-3020	Water Charges			4,000
	Parks Stadium Maintenance	115-6530-560-3035	Sanitation Charges			2,500
	Parks Grounds Maintenance	115-6532-560-3030	Wastewater Charges			2,000
	Parks Grounds Maintenance	115-6532-560-3035	Sanitation Charges			13,000
	Parks Grounds Maintenance	115-6532-560-5008	COVID-19 Fees			3,500
	Total Parks Fund			$	-	45,500
140	TST Fund					
	Traffic Signal Maintenance	140-4531-530-2515	Traffic Signal Supplies			1,500
	Traffic Signal Maintenance	140-4531-530-8220	Operating Equipment			7,100
	Paratransit System	140-5002-530-3015	Telephone Charges			2,500
	Paratransit System	140-5002-530-4210	Central Garage Repairs			13,000
	Total TST Fund			$	-	24,100

160	Economic Development Fund					
	Economic Development Proje	160-0586-500-8685	Economic Development			39,300
	Total Economic Development Fund			$	-	39,300
205	Debt Service Fund					
	Joe Becker Stadium	205-8704-500-7310	Bond Agent Costs	$		1,000
	Total Debt Service Fund			$	-	1,000
310	Public Improvement Fund					
	Special Assessments	310-4560-520-4115	Other Property Repairs	$		16,000
	Total Public Improvement Fund			$	-	16,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-2210	Resale Concessions	$		5,000
	Golf Administration	410-6520-560-7205	Resale Inventory			6,000
	Grounds Maintenance	410-6521-560-1210	Seasonal Wages			5,000
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			2,000
	Grounds Maintenance	410-6521-560-3015	Telephone Charges			500
	Grounds Maintenance	410-6521-560-3035	Sanitation Charges			2,000
	Grounds Maintenance	410-6521-560-3115	Fuel, Oil & Diesel			4,500
	Grounds Maintenance	410-6521-560-4125	General Equipment Repairs			8,000
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			7,000
	Total Golf Course Fund			$	-	40,000
415	Sanitary Sewer Fund					
	Sewer Treatment	415-4541-540-3015	Telephone Charges	$		5,000
	Sewer Treatment	415-4541-540-3030	Wastewater Charges			12,000
	Sewer Treatment	415-4541-540-5010	Consulting Fees			50,000
	Sewer Treatment	415-4541-540-5055	Contractor Fees			100,000
	Sewer Maintenance	415-4542-540-3015	Telephone Charges			2,000
	Total Sanitary Sewer Fund			$	-	169,000
505	Central Garage Fund					
	Central Garage	505-7870-500-7010	Copy Services	$		2,000
	Central Garage	505-7870-500-7225	Cost of Parts & Materials			50,000
	Total Central Garage Fund			$	-	52,000
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-5010	Consulting Fees	$		82,000
	Employee Health	510-7504-500-5305	Judgments & Claims			1,000,000
	Total Health Self-Insurance Fund			$	-	1,082,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		175,000
	Workers Compensation	512-7503-500-7140	Insurance Premiums			5,000
	Total Workers Compensation Fund			$	-	180,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-7140	Insurance Premiums	$		30,000
	Total General Liability Insurance Fund			$	-	30,000

520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-3015	Telephone Charges	$		2,000
	Dispatch Services	520-8502-510-5265	Maintenance Contracts			21,000
	Total Emergency Communications Fund			$	-	23,000
	Grand Total			$	-	1,981,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-522 – Approving the FY 2021 Budget

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-522 Ordinance; Budget Summary for the FY 2021 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 2020-2021 budget for the City of Joplin, excluding the fire department and divisions.

BACKGROUND
This Council Bill adopts the 2020-2021 budget for the City of Joplin and appropriates funding for each specific operating department outside the fire department and divisions. This budget estimates $134,100,558.00 in revenue (including transfers) and $117,225,991.00 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. 2020-522 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2020 to October 31, 2021, 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 2020-2021 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, 2020 to October 31, 2021.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2020 to October 31, 2021 are $134,100,558.00 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, 2020 to October 31, 2021 are $117,225,991.00.

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 2019-2020 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2020. The amount of the increase to the FY 2020-2021 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, 2020 to October 31, 2021, 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 57,174,500	$ -	$ 1,935,000	$ 59,109,500
Licenses & Permits	1,726,450	-	-	1,726,450
Fines & Forfeitures	846,400	-	-	846,400
Service Charges & User Fees	3,555,575	21,846,240	-	25,401,815
Charges & Assessments	1,305,564	8,693,985	-	9,999,549
Other Income & Donations	1,779,857	56,000	1,000	1,836,857
Intergovernmental	10,877,262	14,959,998	-	25,837,260
TOTAL REVENUES	**$ 77,265,608**	**$ 45,556,223**	**$ 1,936,000**	**$ 124,757,831**
EXPENDITURES				
General Government	$ 6,167,524	$ 10,463,980	$ 176,500	$ 16,808,004
Public Safety	25,735,288	1,838,184	-	27,573,472
Public Works	2,620,108	2,671,642	-	5,291,750
Highways & Streets	31,759,631	-	-	31,759,631
Environmental	2,987,091	11,631,831	-	14,618,922
Health Services	2,697,441	-	-	2,697,441
Culture & Recreation	5,701,110	800,183	-	6,501,293
Social Services	3,348,095	-	-	3,348,095
Debt Service	-	552,372	-	552,372
Infrastructure/Economic Development	4,677,360	-	-	4,677,360
TOTAL EXPENDITURES	**$ 85,693,648**	**$ 27,958,192**	**$ 176,500**	**$ 113,828,340**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (8,428,040)**	**$ 17,598,031**	**$ 1,759,500**	**$ 10,929,491**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,299,727	$ 1,043,000	$ -	9,342,727
Transfers Out	(10,666,949)	(1,777,011)	-	(12,443,960)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,367,222)**	**$ (734,011)**	**$ -**	**$ (3,101,233)**
NET CHANGE IN FUND BALANCE	**$ (10,795,262)**	**$ 16,864,020**	**$ 1,759,500**	**$ 7,828,258**
FUND BALANCE, BEGINNING OF YEAR	**$ 58,996,972**	**$ 132,752,449**	**$ 15,196,225**	**$ 206,945,646**
FUND BALANCE, END OF YEAR	**$ 48,201,710**	**$ 149,616,469**	**$ 16,955,725**	**$ 214,773,904**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 127,146,975	$ -	$ 127,146,975
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	21,608,873	-	-	21,608,873
Unrestricted Fund Balance/Net Assets	26,592,837	18,765,733	16,955,725	62,314,295
TOTAL FUND BALANCE SUMMARY	**$ 48,201,710**	**$ 149,616,469**	**$ 16,955,725**	**$ 214,773,904**

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	Parks & Stormwater Sales Tax Fund
REVENUES								
Taxes	$ 20,948,000	$ 7,424,000	$ 7,424,000	$ 1,208,000	$ 475,500	$ 475,500	$ 475,500	$ 3,712,000
Licenses & Permits	1,707,700	-	-	-	-	-	-	-
Fines & Forfeitures	846,400	-	-	-	-	-	-	-
Service Charges & User Fees	129,700	-	11,000	-	11,750	678,000	2,530,000	-
Charges & Assessments	375,364	-	-	-	137,700	-	30,000	-
Other Income & Donations	654,150	-	-	1,000	12,500	23,650	-	-
Federal Grants	494,305	-	-	41,902	425,185	-	-	300,000
State Grants	97,000	-	-	-	613,525	-	50,000	-
Local Grants	189,200	-	-	-	51,000	15,000	-	-
TOTAL REVENUES	**$ 25,441,819**	**$ 7,424,000**	**$ 7,435,000**	**$ 1,250,902**	**$ 1,727,160**	**$ 1,192,150**	**$ 3,085,500**	**$ 4,012,000**
EXPENDITURES								
General Government	$ 6,115,033	$ -	$ -	$ -	$ -	$ -	$ 52,491	$ -
Public Safety	15,106,292	5,525,000	5,103,996	-	-	-	-	-
Public Works	2,100,108	-	430,000	-	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-	4,297,420
Environmental	-	-	-	-	-	-	2,987,091	-
Health Services	-	-	-	-	2,697,441	-	-	-
Culture & Recreation	431,102	-	-	1,244,565	-	3,457,276	-	568,167
Social Services	835,432	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 24,587,967**	**$ 5,525,000**	**$ 5,533,996**	**$ 1,244,565**	**$ 2,697,441**	**$ 3,457,276**	**$ 3,039,582**	**$ 4,865,587**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 853,852**	**$ 1,899,000**	**$ 1,901,004**	**$ 6,337**	**$ (970,281)**	**$ (2,265,126)**	**$ 45,918**	**$ (853,587)**
OTHER FINANCING SOURCES (USES)								
Transfers In	$ 4,768,227	$ -	$ -	$ -	$ 1,020,000	$ 2,346,500	$ -	$ -
Transfers Out	(5,611,126)	-	(1,145,016)	(73,592)	(64,601)	(133,484)	(52,732)	(319,143)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (842,899)**	**$ -**	**$ (1,145,016)**	**$ (73,592)**	**$ 955,399**	**$ 2,213,016**	**$ (52,732)**	**$ (319,143)**
NET CHANGE IN FUND BALANCE	**$ 10,953**	**$ 1,899,000**	**$ 755,988**	**$ (67,255)**	**$ (14,882)**	**$ (52,110)**	**$ (6,814)**	**$ (1,172,730)**
FUND BALANCE, BEG. OF YEAR	**$ 15,486,717**	**$ 1,634,632**	**$ 9,587,782**	**$ 1,299,187**	**$ 1,137,507**	**$ 186,170**	**$ 1,500,586**	**$ 2,768,036**
FUND BALANCE, END OF YEAR	**$ 15,497,670**	**$ 3,533,632**	**$ 10,343,770**	**$ 1,231,932**	**$ 1,122,625**	**$ 134,060**	**$ 1,493,772**	**$ 1,595,306**
FUND BALANCE SUMMARY:								
Reserved for Contingency-PS	$ -	$ -	$ 1,157,584	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	9,186,186	-	-	-	-	-
Reserved for Contingency	5,729,381	-	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-	-
Other Reserves	-	3,533,632	-	-	-	-	-	-
Unrestricted Fund Balance	9,768,289	-	-	1,231,932	1,122,625	134,060	1,493,772	1,595,306
TOTAL FUND BALANCE SMRY	**$ 15,497,670**	**$ 3,533,632**	**$ 10,343,770**	**$ 1,231,932**	**$ 1,122,625**	**$ 134,060**	**$ 1,493,772**	**$ 1,595,306**

Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 9,464,000	$ 5,568,000	$ -	$ -	$ -	$ -	$ -	$ 57,174,500
-	-	18,750	-	-	-	-	1,726,450
-	-	-	-	-	-	-	846,400
179,050	-	16,075	-	-	-	-	3,555,575
702,500	-	30,000	-	-	-	30,000	1,305,564
36,000	-	-	15,000	-	1,037,557	-	1,779,857
623,533	-	2,085,949	-	-	3,614,803	-	7,585,677
835,839	-	212,021	-	-	10,000	-	1,818,385
18,000	1,200,000	-	-	-	-	-	1,473,200
$ 11,858,922	**$ 6,768,000**	**$ 2,362,795**	**$ 15,000**	**$ -**	**$ 4,662,360**	**$ 30,000**	**$ 77,265,608**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,167,524
-	-	-	-	-	-	-	25,735,288
-	-	-	-	-	-	90,000	2,620,108
8,355,912	19,106,299	-	-	-	-	-	31,759,631
-	-	-	-	-	-	-	2,987,091
-	-	-	-	-	-	-	2,697,441
-	-	-	-	-	-	-	5,701,110
-	-	2,512,663	-	-	-	-	3,348,095
-	-	-	-	-	-	-	-
-	-	-	-	-	4,677,360	-	4,677,360
$ 8,355,912	**$ 19,106,299**	**$ 2,512,663**	**$ -**	**$ -**	**$ 4,677,360**	**$ 90,000**	**$ 85,693,648**
$ 3,503,010	**$ (12,338,299)**	**$ (149,868)**	**$ 15,000**	**$ -**	**$ (15,000)**	**$ (60,000)**	**$ (8,428,040)**
$ -	$ -	$ 165,000	$ -	$ -	$ -	$ -	$ 8,299,727
(2,726,483)	(533,545)	(7,227)	-	-	-	-	(10,666,949)
$ (2,726,483)	**$ (533,545)**	**$ 157,773**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (2,367,222)**
$ 776,527	**$ (12,871,844)**	**$ 7,905**	**$ 15,000**	**$ -**	**$ (15,000)**	**$ (60,000)**	**$ (10,795,262)**
$ 7,139,095	**$ 17,096,708**	**$ (1,374,565)**	**$ 3,805,401**	**$ -**	**$ (1,956,487)**	**$ 686,203**	**$ 58,996,972**
$ 7,915,622	**$ 4,224,864**	**$ (1,366,660)**	**$ 3,820,401**	**$ -**	**$ (1,971,487)**	**$ 626,203**	**$ 48,201,710**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,157,584
-	-	-	-	-	-	-	9,186,186
-	-	-	-	-	-	-	5,729,381
-	-	-	-	-	-	-	-
-	-	-	2,002,090	-	-	-	5,535,722
7,915,622	4,224,864	(1,366,660)	1,818,311	-	(1,971,487)	626,203	26,592,837
$ 7,915,622	**$ 4,224,864**	**$ (1,366,660)**	**$ 3,820,401**	**$ -**	**$ (1,971,487)**	**$ 626,203**	**$ 48,201,710**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	920,540	559,500	17,428,000	-
Charges & Assessments	-	10,000	195,000	1,603,250
Other Income & Donations	2,500	10,000	2,000	-
Federal Grants	14,828,180	-	-	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 15,751,220**	**$ 579,500**	**$ 17,625,000**	**$ 1,603,250**
EXPENSES				
General Government	$ -	$ -	$ 954,681	$ 1,474,014
Public Safety	-	-	-	-
Public Works	2,671,642	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	11,631,831	-
Health Services	-	-	-	-
Culture & Recreation	-	800,183	-	-
Social Services	-	-	-	-
Debt Service	-	-	552,372	-
TOTAL EXPENSES	**$ 2,671,642**	**$ 800,183**	**$ 13,138,884**	**$ 1,474,014**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 13,079,578**	**$ (220,683)**	**$ 4,486,116**	**$ 129,236**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 850,000	$ 193,000	$ -	$ -
Transfers Out	(182,050)	(24,000)	(1,436,784)	(44,811)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 667,950**	**$ 169,000**	**$ (1,436,784)**	**$ (44,811)**
NET CHANGE IN NET ASSETS	**$ 13,747,528**	**$ (51,683)**	**$ 3,049,332**	**$ 84,425**
NET ASSETS, BEGINNING OF YEAR	**$ 38,083,159**	**$ 633,623**	**$ 85,413,324**	**$ 343,405**
NET ASSETS, END OF YEAR	**$ 51,830,687**	**$ 581,940**	**$ 88,462,656**	**$ 427,830**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 50,901,303	$ 576,462	$ 73,991,141	$ 420,647
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	929,384	5,478	10,767,754	7,183
TOTAL NET ASSETS SUMMARY	**$ 51,830,687**	**$ 581,940**	**$ 88,462,656**	**$ 427,830**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,130,000	-	-	1,808,200	21,846,240
4,800,000	731,677	1,354,058	-	8,693,985
-	16,500	25,000	-	56,000
-	-	-	131,818	14,959,998
-	-	-	-	-
-	-	-	-	-
$ 5,930,000	**$ 748,177**	**$ 1,379,058**	**$ 1,940,018**	**$ 45,556,223**
$ 5,922,600	$ 788,542	$ 1,324,143	$ -	$ 10,463,980
-	-	-	1,838,184	1,838,184
-	-	-	-	2,671,642
-	-	-	-	-
-	-	-	-	11,631,831
	-	-	-	-
-	-	-	-	800,183
-	-	-	-	-
-	-	-	-	552,372
$ 5,922,600	**$ 788,542**	**$ 1,324,143**	**$ 1,838,184**	**$ 27,958,192**
$ 7,400	**$ (40,365)**	**$ 54,915**	**$ 101,834**	**$ 17,598,031**
$ -	$ -	$ -	$ -	$ 1,043,000
-	-	-	(89,366)	(1,777,011)
$ -	**$ -**	**$ -**	**$ (89,366)**	**$ (734,011)**
$ 7,400	**$ (40,365)**	**$ 54,915**	**$ 12,468**	**$ 16,864,020**
$ 3,833,843	**$ 1,311,046**	**$ 1,337,829**	**$ 1,796,220**	**$ 132,752,449**
$ 3,841,243	**$ 1,270,681**	**$ 1,392,744**	**$ 1,808,688**	**$ 149,616,469**
$ 11,765	$ -	$ -	$ 1,245,657	$ 127,146,975
-	-	-	-	3,703,761
3,829,478	1,270,681	1,392,744	563,031	18,765,733
$ 3,841,243	**$ 1,270,681**	**$ 1,392,744**	**$ 1,808,688**	**$ 149,616,469**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,935,000	$ -	$ 1,935,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	1,000	-	1,000
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,936,000**	**$ -**	**$ 1,936,000**
EXPENDITURES			
General Government	$ 13,000	$ 163,500	$ 176,500
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 13,000**	**$ 163,500**	**$ 176,500**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,923,000**	**$ (163,500)**	**$ 1,759,500**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 1,923,000**	**$ (163,500)**	**$ 1,759,500**
FUND BALANCE, BEGINNING OF YEAR	**$ 4,432,735**	**$ 10,763,490**	**$ 15,196,225**
FUND BALANCE, END OF YEAR	**$ 6,355,735**	**$ 10,599,990**	**$ 16,955,725**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	6,355,735	10,599,990	16,955,725
TOTAL FUND BALANCE SUMMARY	**$ 6,355,735**	**$ 10,599,990**	**$ 16,955,725**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2020-2021

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	General Account Interest	(1)	$ 500,000	$ 535,000	$ 35,000
Convention & Tourism Fund	Cares Grant (Grant Award)	(1)	-	41,902	41,902
Health & Welfare Fund	Cares Grant (Grant Award)	(1)	-	71,150	71,150
Parks & Recreation Fund	Museum Merger	(2)	-	38,500	38,500
Transportation Sales Tax Fund	Other Donations	(1)	-	2,000	2,000
	Cares Grant (Wage Adjustment)	(2)	622,622	623,533	911
	Paratransit Grant (Trolley Shelter/Transfer Station Adjustment)	(2)	780,122	808,122	28,000
	Paratransit Grant (Wage Adjustment)	(2)	808,122	835,839	27,717
Community Planning Fund	CDBG Grant - 2019 (Wage Adjustment)	(2)	50,000	58,250	8,250
	2013 CDBG-DR Special Allocation Grant (Wage Adjustment)	(2)	376,752	386,635	9,883
	Cares Grant (Grant Award)	(1)	293,000	611,825	318,825
	Home Consortium - 2019 Grant (Wage Adjustment)	(2)	50,000	53,158	3,158
	Metro Planning Grant (Wage Adjustment)	(2)	186,814	193,021	6,207
Municipal Golf Course Fund	Green Fees	(1)	190,000	200,000	10,000
Central Garage Fund	Service Labor Charge	(1)	500,000	515,000	15,000
Worker's Compensation Fund	Worker's Compensation Assessment (Wage Adjustment)	(2)	681,573	731,677	50,104
Emergency Communications Fund	Fire ACT Grant	(1)	-	131,818	131,818
	Total Revenue Increase/(Decrease)		$ 5,039,005	$ 5,837,430	$ 798,425
APPROPRIATIONS					
General Fund	1,092,959				
City Council	Replacement Van	(2)	$ 26,000	$ -	$ (26,000)
City Manager: Administration	Wage Adjustment	(2)	507,820	545,129	37,309
	Replacement Van	(2)	-	26,000	26,000
City Manager: Special Projects	Chamber Contract	(2)	252,000	247,000	(5,000)
City Clerk	Wage Adjustment	(2)	142,916	152,038	9,122
Legal Services	Wage Adjustment	(2)	528,590	565,857	37,267
Human Resources	Wage Adjustment	(2)	194,110	206,824	12,714
Finance	Wage Adjustment	(2)	769,716	821,952	52,236
Information Technology	Wage Adjustment	(2)	523,087	558,298	35,211
Municipal Court	Wage Adjustment	(2)	588,859	631,292	42,433
Public Works	Wage Adjustment	(2)	1,217,047	1,299,580	82,533
Building Regulations	Wage Adjustment	(2)	441,022	470,804	29,782
Police	Wage Adjustment	(2)	6,686,446	7,100,080	413,634
Fire	Wage Adjustment	(2)	4,794,908	5,090,585	295,677
Cemeteries	Wage Adjustment	(2)	334,183	352,262	18,079
Emergency Management	Wage Adjustment	(2)	133,593	143,898	10,305
Neighborhood Improvement	Wage Adjustment	(2)	252,516	269,173	16,657
Public Safety Sales Tax Fund	Wage Adjustment	(2)	3,428,568	3,631,931	203,363
Public Works	Additional Street Lights	(2)	350,000	430,000	80,000
Fire	Fire Station #7 (Design)	(2)	-	450,000	450,000
Convention & Tourism Fund	Wage Adjustment	(2)	262,509	280,209	17,700
Health & Welfare Fund	Wage Adjustment	(2)	1,793,482	1,912,263	118,781
Administration	Prescription Drug Monitoring	(1)	2,700	-	(2,700)
Federal Grants	Cares Grant	(1)	-	71,150	71,150
Parks & Recreation Fund	Wage Adjustment	(2)	1,706,606	1,785,147	78,541
Museum Complex	Museum Merger	(2)	250,281	261,365	11,084
Solid Waste Management Fund	Wage Adjustment	(2)	195,360	207,456	12,096
Parks & Stormwater Sales Tax Fund	Wage Adjustment	(2)	479,897	504,790	24,893
Transportation Sales Tax Fund	Wage Adjustment	(2)	2,692,077	2,859,400	167,323
Street Maintenance	Street Projects (Overlay)	(2)	1,000,000	1,500,000	500,000
Traffic Control	Replacement Plotter - Sign Shop	(1)	7,500	-	(7,500)
Paratransit System	Transfer Station Conceptual Design	(2)	-	25,000	25,000
	Trolley Shelter Installation - Ozark Center	(2)	-	10,000	10,000
Capital Improvement Sales Tax Fund	Wage Adjustment	(2)	138,829	147,442	8,613
Community Planning Fund	Wage Adjustment	(2)	518,764	553,833	35,069
Cares CDBG Grant	Economic Development	(1)	220,000	538,825	318,825
Regional Airport	Wage Adjustment	(2)	643,180	682,576	39,396
Municipal Golf Course Fund	Wage Adjustment	(2)	329,557	344,219	14,662
Sanitary Sewer Fund	Wage Adjustment	(2)	2,723,966	2,906,698	182,732
Central Garage Fund	Wage Adjustment	(2)	249,719	267,428	17,709
Worker's Compensation Fund	Wage Adjustment	(2)	93,151	99,380	6,229
Liability & Property Insurance Fund	Wage Adjustment	(2)	71,518	76,603	5,085
Emergency Communications Fund	Wage Adjustment	(2)	1,188,970	1,266,996	78,026
Dispatch Services	911 Phone System Upgrade	(1)	57,407	149,907	92,500
	Total Appropriation Increase/(Decrease)		$ 35,796,854	$ 39,443,390	$ 3,646,536

NOTES:

(1) Corrections and adjustments made by staff during budget review.

(2) Budget work session adjustments.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-523 – Approving the FY 2021 Fire Department Budget

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-522 Ordinance; Budget Summary for the FY 2021 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 2020-2021 fire department budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2020-2021 fire department budget for the City of Joplin and appropriates funding. This budget estimates $9,046,309.00 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. 2020-523 ORDINANCE NO.

AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2020 to October 31, 2021, estimating the appropriations for said period 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 2020-2021 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, 2020 to October 31, 2021.

Section 2. 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, 2020 to October 31, 2021 are $9,046,309.00.

Section 3. 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 4. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2019-2020 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2020. The amount of the increase to the FY 2020-2021 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 5. That, if and when, appropriations are made during the Budget period November 1, 2020 to October 31, 2021, 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 6. 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 7. 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 8. 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 9. 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 57,174,500	$ -	$ 1,935,000	$ 59,109,500
Licenses & Permits	1,726,450	-	-	1,726,450
Fines & Forfeitures	846,400	-	-	846,400
Service Charges & User Fees	3,555,575	21,846,240	-	25,401,815
Charges & Assessments	1,305,564	8,693,985	-	9,999,549
Other Income & Donations	1,779,857	56,000	1,000	1,836,857
Intergovernmental	10,877,262	14,959,998	-	25,837,260
TOTAL REVENUES	**$ 77,265,608**	**$ 45,556,223**	**$ 1,936,000**	**$ 124,757,831**
EXPENDITURES				
General Government	$ 6,167,524	$ 10,463,980	$ 176,500	$ 16,808,004
Public Safety	25,735,288	1,838,184	-	27,573,472
Public Works	2,620,108	2,671,642	-	5,291,750
Highways & Streets	31,759,631	-	-	31,759,631
Environmental	2,987,091	11,631,831	-	14,618,922
Health Services	2,697,441	-	-	2,697,441
Culture & Recreation	5,701,110	800,183	-	6,501,293
Social Services	3,348,095	-	-	3,348,095
Debt Service	-	552,372	-	552,372
Infrastructure/Economic Development	4,677,360	-	-	4,677,360
TOTAL EXPENDITURES	**$ 85,693,648**	**$ 27,958,192**	**$ 176,500**	**$ 113,828,340**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (8,428,040)**	**$ 17,598,031**	**$ 1,759,500**	**$ 10,929,491**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,299,727	$ 1,043,000	$ -	9,342,727
Transfers Out	(10,666,949)	(1,777,011)	-	(12,443,960)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,367,222)**	**$ (734,011)**	**$ -**	**$ (3,101,233)**
NET CHANGE IN FUND BALANCE	**$ (10,795,262)**	**$ 16,864,020**	**$ 1,759,500**	**$ 7,828,258**
FUND BALANCE, BEGINNING OF YEAR	**$ 58,996,972**	**$ 132,752,449**	**$ 15,196,225**	**$ 206,945,646**
FUND BALANCE, END OF YEAR	**$ 48,201,710**	**$ 149,616,469**	**$ 16,955,725**	**$ 214,773,904**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 127,146,975	$ -	$ 127,146,975
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	21,608,873	-	-	21,608,873
Unrestricted Fund Balance/Net Assets	26,592,837	18,765,733	16,955,725	62,314,295
TOTAL FUND BALANCE SUMMARY	**$ 48,201,710**	**$ 149,616,469**	**$ 16,955,725**	**$ 214,773,904**

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	Parks & Stormwater Sales Tax Fund
REVENUES								
Taxes	$ 20,948,000	$ 7,424,000	$ 7,424,000	$ 1,208,000	$ 475,500	$ 475,500	$ 475,500	$ 3,712,000
Licenses & Permits	1,707,700	-	-	-	-	-	-	-
Fines & Forfeitures	846,400	-	-	-	-	-	-	-
Service Charges & User Fees	129,700	-	11,000	-	11,750	678,000	2,530,000	-
Charges & Assessments	375,364	-	-	-	137,700	-	30,000	-
Other Income & Donations	654,150	-	-	1,000	12,500	23,650	-	-
Federal Grants	494,305	-	-	41,902	425,185	-	-	300,000
State Grants	97,000	-	-	-	613,525	-	50,000	-
Local Grants	189,200	-	-	-	51,000	15,000	-	-
TOTAL REVENUES	**$ 25,441,819**	**$ 7,424,000**	**$ 7,435,000**	**$ 1,250,902**	**$ 1,727,160**	**$ 1,192,150**	**$ 3,085,500**	**$ 4,012,000**
EXPENDITURES								
General Government	$ 6,115,033	$ -	$ -	$ -	$ -	$ -	$ 52,491	$ -
Public Safety	15,106,292	5,525,000	5,103,996	-	-	-	-	-
Public Works	2,100,108	-	430,000	-	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-	4,297,420
Environmental	-	-	-	-	-	-	2,987,091	-
Health Services	-	-	-	-	2,697,441	-	-	-
Culture & Recreation	431,102	-	-	1,244,565	-	3,457,276	-	568,167
Social Services	835,432	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 24,587,967**	**$ 5,525,000**	**$ 5,533,996**	**$ 1,244,565**	**$ 2,697,441**	**$ 3,457,276**	**$ 3,039,582**	**$ 4,865,587**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 853,852**	**$ 1,899,000**	**$ 1,901,004**	**$ 6,337**	**$ (970,281)**	**$ (2,265,126)**	**$ 45,918**	**$ (853,587)**
OTHER FINANCING SOURCES (USES)								
Transfers In	$ 4,768,227	$ -	$ -	$ -	$ 1,020,000	$ 2,346,500	$ -	$ -
Transfers Out	(5,611,126)	-	(1,145,016)	(73,592)	(64,601)	(133,484)	(52,732)	(319,143)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (842,899)**	**$ -**	**$ (1,145,016)**	**$ (73,592)**	**$ 955,399**	**$ 2,213,016**	**$ (52,732)**	**$ (319,143)**
NET CHANGE IN FUND BALANCE	**$ 10,953**	**$ 1,899,000**	**$ 755,988**	**$ (67,255)**	**$ (14,882)**	**$ (52,110)**	**$ (6,814)**	**$ (1,172,730)**
FUND BALANCE, BEG. OF YEAR	**$ 15,486,717**	**$ 1,634,632**	**$ 9,587,782**	**$ 1,299,187**	**$ 1,137,507**	**$ 186,170**	**$ 1,500,586**	**$ 2,768,036**
FUND BALANCE, END OF YEAR	**$ 15,497,670**	**$ 3,533,632**	**$ 10,343,770**	**$ 1,231,932**	**$ 1,122,625**	**$ 134,060**	**$ 1,493,772**	**$ 1,595,306**
FUND BALANCE SUMMARY:								
Reserved for Contingency-PS	$ -	$ -	$ 1,157,584	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	9,186,186	-	-	-	-	-
Reserved for Contingency	5,729,381	-	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-	-
Other Reserves	-	3,533,632	-	-	-	-	-	-
Unrestricted Fund Balance	9,768,289	-	-	1,231,932	1,122,625	134,060	1,493,772	1,595,306
TOTAL FUND BALANCE SMRY	**$ 15,497,670**	**$ 3,533,632**	**$ 10,343,770**	**$ 1,231,932**	**$ 1,122,625**	**$ 134,060**	**$ 1,493,772**	**$ 1,595,306**

Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 9,464,000	$ 5,568,000	$ -	$ -	$ -	$ -	$ -	$ 57,174,500
-	-	18,750	-	-	-	-	1,726,450
-	-	-	-	-	-	-	846,400
179,050	-	16,075	-	-	-	-	3,555,575
702,500	-	30,000	-	-	-	30,000	1,305,564
36,000	-	-	15,000	-	1,037,557	-	1,779,857
623,533	-	2,085,949	-	-	3,614,803	-	7,585,677
835,839	-	212,021	-	-	10,000	-	1,818,385
18,000	1,200,000	-	-	-	-	-	1,473,200
$ 11,858,922	**$ 6,768,000**	**$ 2,362,795**	**$ 15,000**	**$ -**	**$ 4,662,360**	**$ 30,000**	**$ 77,265,608**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,167,524
-	-	-	-	-	-	-	25,735,288
-	-	-	-	-	-	90,000	2,620,108
8,355,912	19,106,299	-	-	-	-	-	31,759,631
-	-	-	-	-	-	-	2,987,091
-	-	-	-	-	-	-	2,697,441
-	-	-	-	-	-	-	5,701,110
-	-	2,512,663	-	-	-	-	3,348,095
-	-	-	-	-	-	-	-
-	-	-	-	-	4,677,360	-	4,677,360
$ 8,355,912	**$ 19,106,299**	**$ 2,512,663**	**$ -**	**$ -**	**$ 4,677,360**	**$ 90,000**	**$ 85,693,648**
$ 3,503,010	**$ (12,338,299)**	**$ (149,868)**	**$ 15,000**	**$ -**	**$ (15,000)**	**$ (60,000)**	**$ (8,428,040)**
$ -	$ -	$ 165,000	$ -	$ -	$ -	$ -	$ 8,299,727
(2,726,483)	(533,545)	(7,227)	-	-	-	-	(10,666,949)
$ (2,726,483)	**$ (533,545)**	**$ 157,773**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (2,367,222)**
$ 776,527	**$ (12,871,844)**	**$ 7,905**	**$ 15,000**	**$ -**	**$ (15,000)**	**$ (60,000)**	**$ (10,795,262)**
$ 7,139,095	**$ 17,096,708**	**$ (1,374,565)**	**$ 3,805,401**	**$ -**	**$ (1,956,487)**	**$ 686,203**	**$ 58,996,972**
$ 7,915,622	**$ 4,224,864**	**$ (1,366,660)**	**$ 3,820,401**	**$ -**	**$ (1,971,487)**	**$ 626,203**	**$ 48,201,710**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,157,584
-	-	-	-	-	-	-	9,186,186
-	-	-	-	-	-	-	5,729,381
-	-	-	-	-	-	-	-
-	-	-	2,002,090	-	-	-	5,535,722
7,915,622	4,224,864	(1,366,660)	1,818,311	-	(1,971,487)	626,203	26,592,837
$ 7,915,622	**$ 4,224,864**	**$ (1,366,660)**	**$ 3,820,401**	**$ -**	**$ (1,971,487)**	**$ 626,203**	**$ 48,201,710**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	920,540	559,500	17,428,000	-
Charges & Assessments	-	10,000	195,000	1,603,250
Other Income & Donations	2,500	10,000	2,000	-
Federal Grants	14,828,180	-	-	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 15,751,220**	**$ 579,500**	**$ 17,625,000**	**$ 1,603,250**
EXPENSES				
General Government	$ -	$ -	$ 954,681	$ 1,474,014
Public Safety	-	-	-	-
Public Works	2,671,642	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	11,631,831	-
Health Services	-	-	-	-
Culture & Recreation	-	800,183	-	-
Social Services	-	-	-	-
Debt Service	-	-	552,372	-
TOTAL EXPENSES	**$ 2,671,642**	**$ 800,183**	**$ 13,138,884**	**$ 1,474,014**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 13,079,578**	**$ (220,683)**	**$ 4,486,116**	**$ 129,236**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 850,000	$ 193,000	$ -	$ -
Transfers Out	(182,050)	(24,000)	(1,436,784)	(44,811)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 667,950**	**$ 169,000**	**$ (1,436,784)**	**$ (44,811)**
NET CHANGE IN NET ASSETS	**$ 13,747,528**	**$ (51,683)**	**$ 3,049,332**	**$ 84,425**
NET ASSETS, BEGINNING OF YEAR	**$ 38,083,159**	**$ 633,623**	**$ 85,413,324**	**$ 343,405**
NET ASSETS, END OF YEAR	**$ 51,830,687**	**$ 581,940**	**$ 88,462,656**	**$ 427,830**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 50,901,303	$ 576,462	$ 73,991,141	$ 420,647
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	929,384	5,478	10,767,754	7,183
TOTAL NET ASSETS SUMMARY	**$ 51,830,687**	**$ 581,940**	**$ 88,462,656**	**$ 427,830**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,130,000	-	-	1,808,200	21,846,240
4,800,000	731,677	1,354,058	-	8,693,985
-	16,500	25,000	-	56,000
-	-	-	131,818	14,959,998
-	-	-	-	-
-	-	-	-	-
$ 5,930,000	**$ 748,177**	**$ 1,379,058**	**$ 1,940,018**	**$ 45,556,223**
$ 5,922,600	$ 788,542	$ 1,324,143	$ -	$ 10,463,980
-	-	-	1,838,184	1,838,184
-	-	-	-	2,671,642
-	-	-	-	-
-	-	-	-	11,631,831
	-	-	-	-
-	-	-	-	800,183
-	-	-	-	-
-	-	-	-	552,372
$ 5,922,600	**$ 788,542**	**$ 1,324,143**	**$ 1,838,184**	**$ 27,958,192**
$ 7,400	**$ (40,365)**	**$ 54,915**	**$ 101,834**	**$ 17,598,031**
$ -	$ -	$ -	$ -	$ 1,043,000
-	-	-	(89,366)	(1,777,011)
$ -	**$ -**	**$ -**	**$ (89,366)**	**$ (734,011)**
$ 7,400	**$ (40,365)**	**$ 54,915**	**$ 12,468**	**$ 16,864,020**
$ 3,833,843	**$ 1,311,046**	**$ 1,337,829**	**$ 1,796,220**	**$ 132,752,449**
$ 3,841,243	**$ 1,270,681**	**$ 1,392,744**	**$ 1,808,688**	**$ 149,616,469**
$ 11,765	$ -	$ -	$ 1,245,657	$ 127,146,975
-	-	-	-	3,703,761
3,829,478	1,270,681	1,392,744	563,031	18,765,733
$ 3,841,243	**$ 1,270,681**	**$ 1,392,744**	**$ 1,808,688**	**$ 149,616,469**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,935,000	$ -	$ 1,935,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	1,000	-	1,000
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,936,000**	**$ -**	**$ 1,936,000**
EXPENDITURES			
General Government	$ 13,000	$ 163,500	$ 176,500
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 13,000**	**$ 163,500**	**$ 176,500**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,923,000**	**$ (163,500)**	**$ 1,759,500**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 1,923,000**	**$ (163,500)**	**$ 1,759,500**
FUND BALANCE, BEGINNING OF YEAR	**$ 4,432,735**	**$ 10,763,490**	**$ 15,196,225**
FUND BALANCE, END OF YEAR	**$ 6,355,735**	**$ 10,599,990**	**$ 16,955,725**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	6,355,735	10,599,990	16,955,725
TOTAL FUND BALANCE SUMMARY	**$ 6,355,735**	**$ 10,599,990**	**$ 16,955,725**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2020-2021

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	General Account Interest	(1)	$ 500,000	$ 535,000	$ 35,000
Convention & Tourism Fund	Cares Grant (Grant Award)	(1)	-	41,902	41,902
Health & Welfare Fund	Cares Grant (Grant Award)	(1)	-	71,150	71,150
Parks & Recreation Fund	Museum Merger	(2)	-	38,500	38,500
Transportation Sales Tax Fund	Other Donations	(1)	-	2,000	2,000
	Cares Grant (Wage Adjustment)	(2)	622,622	623,533	911
	Paratransit Grant (Trolley Shelter/Transfer Station Adjustment)	(2)	780,122	808,122	28,000
	Paratransit Grant (Wage Adjustment)	(2)	808,122	835,839	27,717
Community Planning Fund	CDBG Grant - 2019 (Wage Adjustment)	(2)	50,000	58,250	8,250
	2013 CDBG-DR Special Allocation Grant (Wage Adjustment)	(2)	376,752	386,635	9,883
	Cares Grant (Grant Award)	(1)	293,000	611,825	318,825
	Home Consortium - 2019 Grant (Wage Adjustment)	(2)	50,000	53,158	3,158
	Metro Planning Grant (Wage Adjustment)	(2)	186,814	193,021	6,207
Municipal Golf Course Fund	Green Fees	(1)	190,000	200,000	10,000
Central Garage Fund	Service Labor Charge	(1)	500,000	515,000	15,000
Worker's Compensation Fund	Worker's Compensation Assessment (Wage Adjustment)	(2)	681,573	731,677	50,104
Emergency Communications Fund	Fire ACT Grant	(1)	-	131,818	131,818
	Total Revenue Increase/(Decrease)		$ 5,039,005	$ 5,837,430	$ 798,425
APPROPRIATIONS					
General Fund	1,092,959				
City Council	Replacement Van	(2)	$ 26,000	$ -	$ (26,000)
City Manager: Administration	Wage Adjustment	(2)	507,820	545,129	37,309
	Replacement Van	(2)	-	26,000	26,000
City Manager: Special Projects	Chamber Contract	(2)	252,000	247,000	(5,000)
City Clerk	Wage Adjustment	(2)	142,916	152,038	9,122
Legal Services	Wage Adjustment	(2)	528,590	565,857	37,267
Human Resources	Wage Adjustment	(2)	194,110	206,824	12,714
Finance	Wage Adjustment	(2)	769,716	821,952	52,236
Information Technology	Wage Adjustment	(2)	523,087	558,298	35,211
Municipal Court	Wage Adjustment	(2)	588,859	631,292	42,433
Public Works	Wage Adjustment	(2)	1,217,047	1,299,580	82,533
Building Regulations	Wage Adjustment	(2)	441,022	470,804	29,782
Police	Wage Adjustment	(2)	6,686,446	7,100,080	413,634
Fire	Wage Adjustment	(2)	4,794,908	5,090,585	295,677
Cemeteries	Wage Adjustment	(2)	334,183	352,262	18,079
Emergency Management	Wage Adjustment	(2)	133,593	143,898	10,305
Neighborhood Improvement	Wage Adjustment	(2)	252,516	269,173	16,657
Public Safety Sales Tax Fund	Wage Adjustment	(2)	3,428,568	3,631,931	203,363
Public Works	Additional Street Lights	(2)	350,000	430,000	80,000
Fire	Fire Station #7 (Design)	(2)	-	450,000	450,000
Convention & Tourism Fund	Wage Adjustment	(2)	262,509	280,209	17,700
Health & Welfare Fund	Wage Adjustment	(2)	1,793,482	1,912,263	118,781
Administration	Prescription Drug Monitoring	(1)	2,700	-	(2,700)
Federal Grants	Cares Grant	(1)	-	71,150	71,150
Parks & Recreation Fund	Wage Adjustment	(2)	1,706,606	1,785,147	78,541
Museum Complex	Museum Merger	(2)	250,281	261,365	11,084
Solid Waste Management Fund	Wage Adjustment	(2)	195,360	207,456	12,096
Parks & Stormwater Sales Tax Fund	Wage Adjustment	(2)	479,897	504,790	24,893
Transportation Sales Tax Fund	Wage Adjustment	(2)	2,692,077	2,859,400	167,323
Street Maintenance	Street Projects (Overlay)	(2)	1,000,000	1,500,000	500,000
Traffic Control	Replacement Plotter - Sign Shop	(1)	7,500	-	(7,500)
Paratransit System	Transfer Station Conceptual Design	(2)	-	25,000	25,000
	Trolley Shelter Installation - Ozark Center	(2)	-	10,000	10,000
Capital Improvement Sales Tax Fund	Wage Adjustment	(2)	138,829	147,442	8,613
Community Planning Fund	Wage Adjustment	(2)	518,764	553,833	35,069
Cares CDBG Grant	Economic Development	(1)	220,000	538,825	318,825
Regional Airport	Wage Adjustment	(2)	643,180	682,576	39,396
Municipal Golf Course Fund	Wage Adjustment	(2)	329,557	344,219	14,662
Sanitary Sewer Fund	Wage Adjustment	(2)	2,723,966	2,906,698	182,732
Central Garage Fund	Wage Adjustment	(2)	249,719	267,428	17,709
Worker's Compensation Fund	Wage Adjustment	(2)	93,151	99,380	6,229
Liability & Property Insurance Fund	Wage Adjustment	(2)	71,518	76,603	5,085
Emergency Communications Fund	Wage Adjustment	(2)	1,188,970	1,266,996	78,026
Dispatch Services	911 Phone System Upgrade	(1)	57,407	149,907	92,500
	Total Appropriation Increase/(Decrease)		$ 35,796,854	$ 39,443,390	$ 3,646,536

NOTES:

(1) Corrections and adjustments made by staff during budget review.

(2) Budget work session adjustments.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-524 – Approving the creation of a Museum Curator position and modifications to the Assistant Health Director position

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-524 Ordinance; Exhibit "A" Salary Administration Plan; Museum Curator Job Description and Assistant Director of Health and Environmental and Epidemiology Coordinator Job Description

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

SUMMARY
This Council Bill approves the creation of the Museum Curator position, job description and placement in the Salary Administration Plan. This bill also approves modifications to the Assistant Director of Health and Environmental and Epidemiology Coordinator job description.

BACKGROUND
During the fiscal year 2021 budget work sessions, City Council informally approved merging the Joplin Historical Museum as a division of the Parks and Recreation Department for the City. This change has been included in the 2021 adopted budget. As a part of the transition, this Council Bill creates the job description for Museum Curator. With approval of this bill, the position will also be placed in Grade 320 of the Salary Administration Plan.

Also included in this bill are modifications to the qualifications section of the Assistant Health Director position. The master's degree preference has been removed from the updated job description.

FUNDING SOURCE
The new position is included in the fiscal year 2021 budget.

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

COUNCIL BILL NO. 2020-524 **ORDINANCE NO.**

AN ORDINANCE approving the job description for Museum Curator and Assistant Director of Health and Environmental and Epidemiology Coordinator and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin is merging the Joplin Historical Museum as a division of the Parks and Recreation Department; and,

WHEREAS, a new position for a Museum Curator was approved in the FY 2020-2021 budget; and,

WHEREAS, the existing job description for the Assistant Director of Health and Environmental and Epidemiology Coordinator required modifications; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

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

Section 2. That placement of the Museum Curator position will be a Range 320 within the Salary Administration Plan as set forth in Exhibit "A".

Section 3. That approval of the updated job description for the Assistant Director of Health and Environmental and Epidemiology Coordinator for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 4. That the City Manager of the City of Joplin, Missouri, is hereby authorized to make these position changes in accordance with the attached, for and on behalf of the City of Joplin.

Section 5. 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 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

_____, 2020, by a _____vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE DECEMBER 2, 2019
* - 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	$9.719	$9.913	$10.112	$10.314	$10.520	$10.731	$10.945	$11.164	$11.387	$11.615	$11.847	$12.084	$12.326	$12.573	$12.824	$13.080	$13.342	$13.609	$13.881	$14.159		
		$20,216	$20,620	$21,032	$21,453	$21,882	$22,320	$22,766	$23,221	$23,686	$24,159	$24,643	$25,135	$25,638	$26,151	$26,674	$27,207	$27,752	$28,307	$28,873	$29,450		
110	Custodian	$10.714	$10.928	$11.147	$11.370	$11.597	$11.829	$12.066	$12.307	$12.553	$12.804	$13.060	$13.322	$13.588	$13.860	$14.137	$14.420	$14.708	$15.002	$15.302	$15.608		
	Laborer I	$22,285	$22,731	$23,185	$23,649	$24,122	$24,605	$25,097	$25,599	$26,111	$26,633	$27,165	$27,709	$28,263	$28,828	$29,405	$29,993	$30,593	$31,205	$31,829	$32,465		
	Utility Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$11.250	$11.475	$11.705	$11.939	$12.177	$12.421	$12.669	$12.923	$13.181	$13.445	$13.714	$13.988	$14.268	$14.553	$14.844	$15.141	$15.444	$15.753	$16.068	$16.389		
	Court Assistant I	$23,400	$23,868	$24,345	$24,832	$25,329	$25,835	$26,352	$26,879	$27,417	$27,965	$28,524	$29,095	$29,677	$30,270	$30,876	$31,493	$32,123	$32,766	$33,421	$34,089		
	Transit Dispatcher																						
	Transit Driver I																						
130	Automotive Service Worker	$11.812	$12.048	$12.289	$12.535	$12.786	$13.041	$13.302	$13.568	$13.840	$14.116	$14.399	$14.687	$14.980	$15.280	$15.586	$15.897	$16.215	$16.540	$16.870	$17.208		
	Laborer II	$24,569	$25,060	$25,562	$26,073	$26,594	$27,126	$27,669	$28,222	$28,786	$29,362	$29,949	$30,548	$31,159	$31,783	$32,418	$33,067	$33,728	$34,402	$35,091	$35,792		
	Recreation Leader																						
	Senior Clerk																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Compliance Officer I	$12.402	$12.650	$12.903	$13.161	$13.424	$13.693	$13.967	$14.246	$14.531	$14.822	$15.118	$15.420	$15.729	$16.043	$16.364	$16.691	$17.025	$17.366	$17.713	$18.067		
	Detention Officer	$25,796	$26,312	$26,838	$27,375	$27,923	$28,481	$29,051	$29,632	$30,224	$30,829	$31,445	$32,074	$32,716	$33,370	$34,037	$34,718	$35,413	$36,121	$36,843	$37,580		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Utility Locator																						
150	Animal Control Officer	$13.023	$13.283	$13.549	$13.820	$14.097	$14.378	$14.666	$14.959	$15.259	$15.564	$15.875	$16.192	$16.516	$16.847	$17.184	$17.527	$17.878	$18.235	$18.600	$18.972		
	Court Assistant II	$27,088	$27,630	$28,182	$28,746	$29,321	$29,907	$30,505	$31,115	$31,738	$32,372	$33,020	$33,680	$34,354	$35,041	$35,742	$36,457	$37,186	$37,930	$38,688	$39,462		
	CVB Tourism & Events Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$14.358	$14.645	$14.938	$15.237	$15.542	$15.852	$16.169	$16.493	$16.823	$17.159	$17.502	$17.852	$18.209	$18.574	$18.945	$19.324	$19.710	$20.105	$20.507	$20.917		
	Automotive Mechanic I	$29,865	$30,462	$31,071	$31,693	$32,326	$32,973	$33,632	$34,305	$34,991	$35,691	$36,405	$37,133	$37,876	$38,633	$39,406	$40,194	$40,998	$41,818	$42,654	$43,507		
	Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$15.077	$15.379	$15.686	$16.000	$16.320	$16.646	$16.979	$17.319	$17.665	$18.018	$18.379	$18.746	$19.121	$19.504	$19.894	$20.292	$20.697	$21.111	$21.534	$21.964		
	Case Investigator/Contact Tracer	$31,360	$31,987	$32,627	$33,280	$33,945	$34,624	$35,317	$36,023	$36,743	$37,478	$38,228	$38,992	$39,772	$40,568	$41,379	$42,207	$43,051	$43,912	$44,790	$45,686		
	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	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Automotive Mechanic II	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Data Manager	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Building Maintenance Supervisor (E)	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Fleet Maintenance Supervisor (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Chief Building Official (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	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)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379
162	Firefighter Trainee	$10.2301	$10.4839	$10.7380	$10.9921	$11.2459	$11.5000	$11.7541	$12.0079	$12.2620	$12.5161	$12.7699	$13.0240	$13.2782	$13.5319	$13.7861	$14.0398	$14.2940	$14.5481	$14.8019	$15.0560		
		$29,790	$30,529	$31,269	$32,009	$32,748	$33,488	$34,228	$34,967	$35,707	$36,447	$37,186	$37,926	$38,666	$39,405	$40,145	$40,884	$41,624	$42,364	$43,103	$43,843		
172	Firefighter/EMT	$10.7679	$11.0361	$11.3029	$11.5701	$11.8379	$12.1051	$12.3719	$12.6401	$12.9069	$13.1741	$13.4420	$13.7091	$13.9770	$14.2442	$14.5110	$14.7788	$15.0460	$15.3128	$15.5810	$15.8479		
		$31,356	$32,137	$32,914	$33,692	$34,472	$35,250	$36,027	$36,808	$37,585	$38,363	$39,143	$39,921	$40,701	$41,479	$42,256	$43,036	$43,814	$44,591	$45,372	$46,149		
192	Fire Driver/Engineer	$11.9880	$12.2751	$12.5622	$12.8489	$13.1360	$13.4231	$13.7102	$13.9969	$14.2840	$14.5711	$14.8578	$15.1449	$15.4320	$15.7191	$16.0058	$16.2919	$16.5790	$16.8661	$17.1532	$17.4399		
		$34,909	$35,745	$36,581	$37,416	$38,252	$39,088	$39,924	$40,759	$41,595	$42,431	$43,266	$44,102	$44,938	$45,774	$46,609	$47,442	$48,278	$49,114	$49,950	$50,785		
312	Fire Captain	$14.4900	$14.8359	$15.1820	$15.5282	$15.8740	$16.2191	$16.5649	$16.9111	$17.2569	$17.6020	$17.9481	$18.2940	$18.6401	$18.9859	$19.3310	$19.6769	$20.0230	$20.3692	$20.7139	$21.0601	$21.4059	$21.7521
		$42,195	$43,202	$44,210	$45,218	$46,225	$47,230	$48,237	$49,245	$50,252	$51,257	$52,265	$53,272	$54,280	$55,287	$56,292	$57,299	$58,307	$59,315	$60,319	$61,327	$62,334	$63,342
342	Battalion Chief (E)	$24.447	$24.962	$25.476	$25.991	$26.505	$27.020	$27.534	$28.049	$28.563	$29.078	$29.592	$30.107	$30.621	$31.136	$31.650	$32.165	$32.679	$33.194	$33.708	$34.223	$34.737	$35.252
	Fire Marshal (E)	$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
	Fire Training Chief (E)																						
		$17.4619	$17.8300	$18.1971	$18.5649	$18.9320	$19.3001	$19.6669	$20.0350	$20.4021	$20.7699	$21.1370	$21.5052	$21.8719	$22.2400	$22.6071	$22.9749	$23.3420	$23.7102	$24.0769	$24.4451	$24.8122	$25.1799
		$50,849	$51,921	$52,990	$54,061	$55,130	$56,202	$57,270	$58,342	$59,411	$60,482	$61,551	$62,623	$63,691	$64,763	$65,832	$66,903	$67,972	$69,044	$70,112	$71,184	$72,253	$73,324
362	Deputy Fire Chief (E)	$27.917	$28.465	$29.013	$29.561	$30.109	$30.657	$31.205	$31.753	$32.301	$32.849	$33.397	$33.945	$34.492	$35.040	$35.588	$36.136	$36.684	$37.232	$37.780	$38.328	$38.876	$39.424
		$58,067	$59,207	$60,347	$61,487	$62,627	$63,767	$64,906	$66,046	$67,186	$68,326	$69,466	$70,606	$71,743	$72,883	$74,023	$75,163	$76,303	$77,443	$78,582	$79,722	$80,862	$82,002
402	Fire Chief (E)	$35.011	$35.824	$36.637	$37.450	$38.263	$39.076	$39.889	$40.702	$41.515	$42.328	$43.141	$43.954	$44.767	$45.580	$46.392	$47.205	$48.018	$48.831	$49.644	$50.457	$51.270	$52.083
		$72,823	$74,514	$76,205	$77,896	$79,587	$81,278	$82,969	$84,660	$86,351	$88,042	$89,733	$91,424	$93,115	$94,806	$96,495	$98,186	$99,877	$101,568	$103,260	$104,951	$106,642	$108,333
166	Airport Police Officer	$14.167	$14.536	$14.904	$15.272	$15.640	$16.008	$16.376	$16.744	$17.113	$17.481	$17.849	$18.217	$18.585	$18.953	$19.321	$19.690	$20.058	$20.426	$20.794	$21.162		
	Police Officer Trainee	$29,467	$30,235	$31,000	$31,766	$32,531	$33,297	$34,062	$34,828	$35,595	$36,360	$37,126	$37,891	$38,657	$39,422	$40,188	$40,955	$41,721	$42,486	$43,252	$44,017		
196	Police Officer	$16.668	$17.101	$17.534	$17.967	$18.400	$18.833	$19.266	$19.699	$20.132	$20.566	$20.999	$21.432	$21.865	$22.298	$22.731	$23.164	$23.597	$24.030	$24.464	$24.897		
		$34,669	$35,570	$36,471	$37,371	$38,272	$39,173	$40,073	$40,974	$41,875	$42,777	$43,678	$44,579	$45,479	$46,380	$47,280	$48,181	$49,082	$49,982	$50,885	$51,786		
206	Police Corporal	$17.959	$18.409	$18.858	$19.307	$19.757	$20.206	$20.655	$21.105	$21.554	$22.003	$22.453	$22.902	$23.351	$23.801	$24.250	$24.699	$25.149	$25.598	$26.047	$26.496		
		$37,355	$38,291	$39,225	$40,159	$41,095	$42,028	$42,962	$43,898	$44,832	$45,766	$46,702	$47,636	$48,570	$49,506	$50,440	$51,374	$52,310	$53,244	$54,178	$55,112		
316	Police Sergeant	$20.203	$20.691	$21.179	$21.667	$22.155	$22.643	$23.131	$23.619	$24.107	$24.596	$25.084	$25.572	$26.060	$26.548	$27.036	$27.524	$28.012	$28.500	$28.988	$29.476	$29.964	$30.452
		$42,022	$43,037	$44,052	$45,067	$46,082	$47,097	$48,112	$49,128	$50,143	$51,160	$52,175	$53,190	$54,205	$55,220	$56,235	$57,250	$58,265	$59,280	$60,295	$61,310	$62,325	$63,340
346	Police Captain (E)	$26.170	$26.779	$27.388	$27.997	$28.606	$29.214	$29.823	$30.432	$31.041	$31.649	$32.258	$32.867	$33.476	$34.085	$34.693	$35.302	$35.911	$36.520	$37.128	$37.737	$38.346	$38.955
		$54,434	$55,700	$56,967	$58,234	$59,500	$60,765	$62,032	$63,299	$64,565	$65,830	$67,097	$68,363	$69,630	$70,897	$72,161	$73,428	$74,695	$75,962	$77,226	$78,493	$79,760	$81,026
366	Assistant Police Chief (E)	$26.866	$27.526	$28.185	$28.844	$29.504	$30.163	$30.822	$31.482	$32.141	$32.800	$33.460	$34.119	$34.778	$35.438	$36.097	$36.756	$37.416	$38.075	$38.734	$39.394	$40.053	$40.712
		$55,881	$57,254	$58,625	$59,996	$61,368	$62,739	$64,110	$65,483	$66,853	$68,224	$69,597	$70,968	$72,338	$73,711	$75,082	$76,452	$77,825	$79,196	$80,567	$81,940	$83,310	$84,681
406	Police Chief (E)	$34.555	$35.389	$36.224	$37.059	$37.894	$38.728	$39.563	$40.398	$41.232	$42.067	$42.902	$43.736	$44.571	$45.406	$46.240	$47.075	$47.910	$48.744	$49.579	$50.414	$51.248	$52.083
		$71,874	$73,609	$75,346	$77,083	$78,820	$80,554	$82,291	$84,028	$85,763	$87,499	$89,236	$90,971	$92,708	$94,444	$96,179	$97,916	$99,653	$101,388	$103,124	$104,861	$106,596	$108,333

JOB DESCRIPTION
CITY OF JOPLIN
MUSEUM CURATOR

TITLE: MUSEUM CURATOR

DEPARTMENT: PARKS & RECREATION

DESCRIPTION:

Under the general supervision of the Director of Parks and Recreation or designee, oversees the day to day operation of the Joplin Museum, staff, all museum financial procedures and record keeping. This position oversees operation of museum gift shop and the rental and maintenance of the museum space for public use.

Also develop, create and maintain all museum exhibits, programming and promotional materials. Maintains the integrity, security, and documentation of the museum's artifact and specimen collections. Actively seek out alternative funding sources.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are required.
- Must maintain confidentiality.
- Conducts themselves in a professional manner that promotes a productive, healthy, safe and positive work environment.

GENERAL TASKS AND RESPONSIBILITIES:

- **WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.**

OPERATIONS

- Responsible for all financial and accounting procedures including budgeting, management of expenditures and purchasing, cash handling and collections.
- Review and update all staff policies and procedures as needed.
- Train all staff on computer usage, specialty programs and maintain, repair and update museum technology as needed.
- Attend and provide monthly reports to the Museum Advisory Board and Joplin Historical Society.
- Coordinate all purchasing and oversee operation of museum gift shop.
- Pursue alternative funding sources for museum through grants, donations, rental, programming and partnerships,
- Oversee museum social media sites.
- Responsible for staff recruitment, hiring and termination.
- Negotiate and maintain all museum contract activities.
- Prepare, design and implement all museum public marketing materials, press releases, public relation notices, special events and promotional and direct mailing materials.

EXHIBITS

- Create and implement a collections management policy for all exhibits and collections.
- Research and prepare bill of materials for all new exhibit construction and maintenance.
- Annually review collections management policy to assess areas for improvement.

- Create and implement scope of collection, also to be annually reviewed.
- Create, utilize, record and oversee all gift transfers, donations, loans and loan documents.
- Research availability, cost, booking and relevance of current traveling exhibits. Identify possible funding entities.
- Implementation of digital collections catalog, including verification and reentry of lost data.
- Provide for and monitor physical environment of all exhibits and collections. Maintain environments as close to recommended best practices as possible.
- Provide identification of local minerals and mining artifacts as required by the public.
- Answer all public questions on mineralogy, mining and local history using reliable, accurate and verifiable sources.

PROGRAMMING

- Create and provide all educational content and programming for onsite tours and off site.
- Organize, schedule, and provide tours for annual spring school tours of all Joplin R-VIII Fourth graders.
- Lead educational tours for all scheduled school groups and other interested organizations.
- Set guidelines and fee schedules for rental of museum hall.
- Provide museum security for all after hour events during museum events.
- Open rental space to public for all outside of hours events.
- Setup and tear down of tables, chairs and AV equipment as needed for rental events.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position, other duties may be assigned as needed.
- Provides information to the public, staff, volunteers and city officials requiring explanation of museum policies and procedures.
- Prepares requisition and maintains office equipment, office and museum archival supplies.
- Assists with special events and programs as needed.
- Acts as front desk relief.
- Resolves problems and disputes with visitors.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers, departments and the public, on how to apply policies, procedures and standards to specific situations.
- Requires an exceptional ability to communicate orally and in written correspondence.
- Requires demonstrable ability to provide first line supervision. Ability to persuade, convince, orientate and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

MATHEMATICAL ABILITY

- Requires the ability to perform complex addition, subtraction, multiplication, division and algebra. Must be able to calculate percentages, discounts, interest and have the ability to perform high level mathematical operations using large numbers, fractions and computer formulas.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Requires the ability to carry out instructions furnished in written, oral or diagram form. Involves semi-routine standardized work, with some latitude for independent judgment regarding choices of action.

- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise sound judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable or verifiable criteria.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting, standing and must be mobile to allow effective job-related functions in the work area or moving between buildings.
- Sighted, hearing, twisting, bending and a degree of manual dexterity to operate varying office equipment such as computers, calculators, copiers, telephones, FAX machines, and other office type equipment.

ENVIRONMENTAL ADAPTABILITY

- Tasks are generally performed in safe and comfortable office surroundings. May experience exposure to adverse environmental conditions that include exposure to environmental factors such as temperature variation and extremes, humidity, disease and/or dust.

GENERAL QUALIFICATIONS:

- Bachelor's Degree in Science in Education, OR closely related field with five years of experience.
- Master's degree in Museum Science preferred.
- Exceptional computer skills are highly desired.
- Knowledge of planning, preparing and working with an effective budget.
- Exceptional interpersonal, oral and writing skills and the ability to interact positively with a diverse population.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

TITLE: ASSISTANT DIRECTOR OF HEALTH AND ENVIRONMENTAL AND EPIDEMIOLOGY COORDINATOR

DEPARTMENT: HEALTH

DESCRIPTION:

Under limited supervision, plans, coordinates, directs and evaluates the environmental health and epidemiology services administered by the City. Serves as the Director of the Health Department when present Department Head is unavailable or absent.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Assists in the planning, organizing and coordinating of public health administrative services including fiscal, contractual, and general business activities.
- Provides leadership for the Environmental Health and Epidemiology staff.
- Contributes to policy development, understands Core Competencies for Public Health Professionals and assists the Department in assessing and meeting training needs.
- Assists in preparation of budget, grants and submissions to state and federal agencies.
- Researches and identifies new funding sources and resources for public health programs; assists in the preparation of funding applications for innovative approaches to population-based health outcomes improvement and primary prevention efforts.
- Assists in hiring, supervising, training, and evaluating staff performance.
- Participates in any disciplinary process when appropriate.
- Contributes to data management; collects data, conducts studies and analyzes data.
- Translates policies and procedures into practical terms for staff and the community.
- Represents the Department at various meetings and through contacts with community organizations or individuals.
- Acts for the Department Head when at meetings or when other absences occur and in all matters to which assigned.
- Represents the Department in meetings with media, citizen groups, organizations, and groups from the public and private sectors.
- Directs the provision of environmental health and epidemiological services, including food service, lodging, daycare, and pool sanitation and safety programs, community education programs relating to environmental health and epidemiology concerns, environmental complaints or pollution investigations, communicable disease occurrences and outbreaks, and vector control.
- Assigns, reviews, and evaluates the work of professional, technical, and support staff in the division.
- Develops/revises operating policies and procedures.
- Develops and monitors contracts/grants supporting the division and the division budget.
- Identifies division goals and objectives.

- Determines staff development and training needs.
- Interprets, discusses and explains services and programs needed in the community.
- Evaluates division services and determines methods to increase the efficiency and effectiveness of programs.
- Inspects facilities where food products are stored, processed, sold, and/or served to identify violations and to ensure compliance regarding food handling.
- Discusses inspection results with owners and managers and explains procedures for compliance and the consequences of non-compliance; conducts follow-up visits to verify that violations are corrected.
- Inspect hotels, motels, day care facilities, and other establishments providing lodging to the public to ensure compliance concerning lodging; discusses inspection results with owner and managers and explains compliance issues as well as consequences of non-compliance.
- Presents training, community education seminars, workshops, and related events regarding sanitation and environmental issues and concerns.
- Trains health/sanitation oriented staff and informs citizens of Joplin about current environmental issues and the variety of methods to minimize and/or eliminate.
- Identifies conditions that are detrimental to the health and welfare of the citizens of Joplin.
- Provides input for environmental health program policies and/or procedures.
- Prepares inspection and investigation records and reports.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Advanced skill in establishing and maintaining effective working relationships with business owners/managers, other local, State, and Federal environmental/pollution control officials, and the public.
- Ability to communicate effectively verbally and in writing with the media, management, the public and agencies.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of general management principles and practices, including budgeting, policy/procedure development, and employee training and supervision.
- Extensive knowledge of the methods and techniques for conducting inspections of food handling and lodging facilities.
- Extensive knowledge of the etiology of a variety of food and vector borne diseases.
- Advanced knowledge of the principles and practices of environmental/pollution control.
- Advanced knowledge of City, State, and Federal codes, ordinances, and regulations regarding public health sanitation and environmental/pollution control, including hazardous materials storage and disposal.
- Knowledge of basic chemistry, physics, and bacteriology.
- Advanced knowledge of the principles and practices of public health sanitation and epidemiology.
- Skill in preparing a variety of statistical and narrative records and reports.

- Skill in organizing and implementing a systematic program for inspection of a variety of businesses and facilities.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting and standing.
- Must be mobile to such a degree to allow for efficient and effective job movement such as moving around a work area or building or between buildings to perform essential job functions.
- Sightedness, hearing and mobile.
- Low to medium levels of twisting and bending.
- Manual dexterity sufficient to operate equipment such as computers, typewriters, calculators, copiers, FAX machines, telephones, and other essential job related equipment.

ENVIRONMENTAL ADAPTABILITY

- Skill in planning, organizing, and directing activities of a division of a department.
- Skill in organizing, coordinating, and evaluating the work of subordinate staff.
- Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.

GENERAL QUALIFICATIONS:

- An undergraduate degree in Environmental Health, Environmental Science, Biology, or related area and four years closely related full time work experience, at least one of which is in a supervision or an administrative role.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-525 – Approving a one-year Contract with UMR to provide stop loss coverage for the City's health self-insurance coverage

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-525 Ordinance; Exhibit "A"-UMR Agreement

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

SUMMARY
This Council Bill approves a one-year contract with UMR to provide stop loss coverage for the City's health self-insurance coverage for City employees.

BACKGROUND
In early 2020, the City let a bid for dental, vision, life and health insurance services for a five-year period. UMR provided the lowest and best bid for insurance coverage and third-party administrative services. In September, the stop loss contract is negotiated based on actual claims experience. It was determined that the current stop loss coverage of $150,000 per claim is still the appropriate level of protection.

UMR submitted an increase of 13.7% in the overall stop loss fee. During 2020, our plan has had two large claims that have reached the stop loss coverage level. The single fee will increase from $65.73 to $67.38 per employee per month. The family fee will increase from $141.40 to $168.45 per employee per month. The annual premium will be approximately $694,500, which is an increase of about $83,500.

As a result of actual claims costs, the bid process, the stop loss fees and administrative fees, the health insurance premiums will be increasing 1.1% for 2021. Since the City returned to self-insured coverage, the City's eleven-year health insurance cost trend is an increase of 5.2%. During this same eleven-year time period, the national trend increase for health insurance costs has been 6.8%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from $498.88 to $504.14 per employee. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium will increase from $1,047.68 to $1,058.72 per employee. The employee's monthly premium will increase from $349.24 to $352.92. The total estimated increase to the City for this benefit is around $48,000.00.

The contract will begin on January 1, 2021.

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged.

RECOMMENDATION

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

COUNCIL BILL NO. 2020-525 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and UMR to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 a Contract by and between the City of Joplin and UMR to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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 deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

UnitedHealthcare - BP Proposal

Proposed Schedule - Excess Loss Coverage
United HealthCare Insurance Company
Firm Offer

Group Name: City of Joplin

Original Proposal Prepared: 9/30/2020
Revision Date:
Underwriter: Lisa Leighton

Effective Date of Proposal: 1/1/2021
Expiration Date of Proposal: 10/23/2020
Administrator of the Plan: UMR
Network of Plan: UnitedHealthcare Choice Plus

A. SPECIFIC (INDIVIDUAL) EXCESS LOSS COVERAGE:

Specific Deductible per covered person : $150,000

Lifetime Amount per covered person: UNLIMITED

Contract Basis: 15/12

Monthly Premium Rates:	# Units	
Single	254	$67.38
Family	242	$168.45
Composite	496	$116.69
Annual		$694,539

Run-in limit per person: $75,000

Covered Benefits under Specific:	Medical Yes	RX Yes

x **Step-Down Deductible - with pre-qualified service at an OptumHealth Transplant Centers of Excellence Network Facility a 15% step down may apply/see page 2.**

x **Common Accident Provision included at no cost. (Not available in Wisconsin due to state regulation.)**

x **Specific Accommodation Reimbursement (12 months) is included at no cost.**

x **UHC-BP Pays as UMR Pays - Enhanced Accelerated Reimbursement see page 2.**

x **Independent Review Organization Coverage for Claim Appeals see page 2.**

x **Optional Stop Loss Experience Refund Endorsement is available for an additional fee (not available with Aggregating Specific)**

B. AGGREGATE EXCESS LOSS COVERAGE: N/A

C. COMMISSIONS: 0%

D. PROPOSAL QUALIFICATIONS are shown on page 2.

UnitedHealthcare - BP Proposal

Proposal Qualifications

Group Name: City of Joplin

Other Qualifications

Step-Down Deductible Requirement

X This quote assumes acceptance of the OptumHealth Care Solution network, access includes the Centers of Excellence Networks. With a pre-qualified service at an OptumHealth Transplant Center of Excellence Network Facility, the covered person's specific deductible will be reduced by 15% during the policy period the benefit is paid by the Plan. Not applicable to lasered individuals.

UHC-BP Pays as UMR Pays - Enhanced Accelerated Reimbursement.

X Accelerated Reimbursement is a process in which the stop loss carrier will expedite the eligible claim reimbursement to a group when an individual exceeds the Individual Specific Deductible and Aggregating Specific Deductible, if applicable. Claim requests are paid prior to any audits. In the case of any overpayment steps will be taken to recover.

Independent Review Organization - Claim Appeals

X Claim appeals approved by an Independent Review Organization (IRO) as provided in the Patient Protection and Affordable Care Act (PPACA) will be reimbursed according to the terms and conditions of the Excess Loss Policy.

Proposal Qualifications

X Retirees Covered - Pre 65

X Retirees Covered - Post 65

X Quote is subject to receipt of completed Disclosure Statement and our acceptance of the same.

X Underwriting reserves the right to change the terms and/or the conditions of coverage when the participation varies by more than 10% and/or whenever plan or network changes occur.

X 75% minimum participation is required unless specifically approved by underwriting.

X Plan needs to include utilization review, large case management, precertification and transplant network - Without these products the specific rates may increase.

X Stop-loss coverage is for non-occupational injuries and illnesses.

X Government surcharges, pool charges, covered lives assessments, and PPO access fees are not covered by the Excess Loss Policy.

X Actively at work provision for employee and non-confinement provision for dependent's) waived subject to disclosure.

Plan Assumptions

X Assumes continuation of the current plan design, unless otherwise noted, using the network indicated on page 1.

Disclosure Qualifications - (Disclosure Form will be provided)

X All claimants reported in the request for proposal as being "deceased", "terminated", "waived", and "not covered" are excluded from stop-loss coverage.

X Quote is subject to receipt of completed Disclosure Statement and our acceptance of the same.

X If we later learn of any material inaccuracy in such information, or failure or refusal to disclose any such information, including all claims or possible claims which you would know about, we may reject a claim to which such information applies, reject the application change the terms, conditions, premiums or void coverage.

X **PLEASE CIRCLE SELECTED OPTION on page 1. Client Signature is required :** _____ Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-526 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-526 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: David Allgood; 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, with a 9% adjustment to the entire plans, excluding the fire department.

BACKGROUND
With the successful passage of Proposition "B", a consensus was formed that an updated market study was needed to identify market competitive pay for the City of Joplin to help address recruitment and retention. The City hired Sheila Maerz, with Segal Consulting, to complete the market study. The study was completed and distributed in August. City Council heard a formal presentation of the study results at a work session in September.

The fiscal year 2021 budget was built with the goal to reserve as much financial capacity to dedicate towards improving wages without dipping into reserves. The study documents that Joplin's barrier to competitive pay exists across the entire pay plan. Within the regional market, 41 of 43, or 95%, of the positions included in the study are below market competitive pay. As a result, the study recommended utilizing available resources to make an across-the-board adjustment to the entire pay plan for the City to be within market competitive pay as defined in the study as 95% to 105%.

The fiscal year 2021 budget had enough capacity to grant a 9% across-the-board wage adjustment. With a 9% pay plan adjustment, the positions included in the study will be 99%-100% of the overall blended market bringing the entire plan within market competitive pay as

defined by the study.

The 9% adjusted Salary Administration Plan will go into effect on November 1, 2020, which will result in current employees receiving a corresponding wage increase on this date.

FUNDING SOURCE
This item is included in the adopted fiscal year 2021 budget.

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

COUNCIL BILL NO. 2020-526 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 2020-2021; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2020-095 on August 4, 2018; and,

WHEREAS, the City desires to make a 9% across-the-board adjustment to the pay plan to provide market competitive pay across the entire pay plan; and,

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

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2020, 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 2020-2021, 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 2020-2021, 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 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 6. 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 _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2020
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,384	$23,852	$24,329	$24,816	$25,312	$25,818	$26,334	$26,861	$27,398	$27,946	$28,505	$29,075	$29,657	$30,250	$30,855	$31,472	$32,102		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,776	$25,272	$25,777	$26,293	$26,818	$27,355	$27,902	$28,460	$29,029	$29,610	$30,202	$30,806	$31,422	$32,050	$32,691	$33,345	$34,012	$34,692	$35,386		
	Utility Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,538	$27,068	$27,610	$28,162	$28,725	$29,300	$29,886	$30,483	$31,093	$31,715	$32,349	$32,996	$33,656	$34,329	$35,016	$35,716	$36,430	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Automotive Service Worker	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Laborer II	$26,780	$27,316	$27,862	$28,419	$28,988	$29,567	$30,159	$30,762	$31,377	$32,005	$32,645	$33,298	$33,964	$34,643	$35,336	$36,042	$36,763	$37,498	$38,248	$39,013		
	Recreation Leader																						
	Senior Clerk																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,680	$29,253	$29,838	$30,435	$31,044	$31,665	$32,298	$32,944	$33,603	$34,275	$34,961	$35,660	$36,373	$37,100	$37,842	$38,599	$39,371	$40,159	$40,962		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,718	$31,333	$31,959	$32,599	$33,251	$33,916	$34,594	$35,286	$35,992	$36,711	$37,446	$38,195	$38,958	$39,738	$40,532	$41,343	$42,170	$43,013		
	CVB Tourism & Events Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Mechanic I	$32,552	$33,203	$33,867	$34,544	$35,235	$35,940	$36,659	$37,392	$38,140	$38,903	$39,681	$40,474	$41,284	$42,109	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,866	$35,564	$36,275	$37,000	$37,740	$38,495	$39,265	$40,051	$40,852	$41,669	$42,502	$43,352	$44,219	$45,103	$46,005	$46,926	$47,864	$48,821	$49,798		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Mechanic II	$35,888	$36,606	$37,338	$38,085	$38,847	$39,624	$40,416	$41,224	$42,049	$42,890	$43,748	$44,623	$45,515	$46,425	$47,354	$48,301	$49,267	$50,252	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,437	$39,206	$39,990	$40,790	$41,605	$42,438	$43,286	$44,152	$45,035	$45,936	$46,855	$47,792	$48,747	$49,722	$50,717	$51,731	$52,766	$53,821	$54,898		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,357	$41,164	$41,988	$42,827	$43,684	$44,557	$45,449	$46,358	$47,285	$48,230	$49,195	$50,179	$51,183	$52,206	$53,250	$54,315	$55,402	$56,510	$57,640		
	Golf Course Maintenance Supervisor (E)																						
	Lease Case Investigator/Contact Tracer																						
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,375	$43,222	$44,087	$44,968	$45,868	$46,785	$47,721	$48,675	$49,649	$50,642	$51,655	$52,688	$53,741	$54,816	$55,913	$57,031	$58,171	$59,335	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
300	Assistant to the City Manager (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Fleet Maintenance Supervisor (E)	$43,622	$44,494	$45,384	$46,292	$47,218	$48,162	$49,125	$50,108	$51,110	$52,132	$53,175	$54,238	$55,323	$56,429	$57,558	$58,709	$59,883	$61,081	$62,303	$63,549	$64,820	$66,116
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Communications Technician Manager (E)	$45,804	$46,720	$47,654	$48,607	$49,579	$50,571	$51,582	$52,614	$53,666	$54,740	$55,834	$56,951	$58,090	$59,252	$60,437	$61,646	$62,879	$64,136	$65,419	$66,727	$68,062	$69,423
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources/Safety Manager (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Athletic Facilites Superintendent (E)	$48,094	$49,056	$50,037	$51,037	$52,058	$53,099	$54,161	$55,245	$56,350	$57,476	$58,626	$59,799	$60,995	$62,214	$63,459	$64,728	$66,022	$67,343	$68,690	$70,064	$71,465	$72,894
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	* Assistant City Prosecutor (E)	$50,500	$51,510	$52,541	$53,591	$54,663	$55,756	$56,872	$58,009	$59,169	$60,353	$61,560	$62,791	$64,047	$65,328	$66,634	$67,967	$69,326	$70,713	$72,127	$73,569	$75,041	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,271	$57,396	$58,544	$59,715	$60,910	$62,128	$63,370	$64,638	$65,930	$67,249	$68,594	$69,966	$71,365	$72,793	$74,248	$75,733	$77,248	$78,793	$80,369
	City Prosecutor (E)																						
	* Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	* Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	* Assistant Director of Health & Env/Epid Coordinator (E)	$55,675	$56,789	$57,925	$59,083	$60,265	$61,470	$62,699	$63,953	$65,233	$66,537	$67,868	$69,225	$70,610	$72,022	$73,462	$74,932	$76,430	$77,959	$79,518	$81,108	$82,731	$84,385
	* Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	* Assistant Finance Director (E)	$58,460	$59,630	$60,822	$62,039	$63,280	$64,545	$65,836	$67,153	$68,496	$69,866	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,254	$81,859	$83,496	$85,166	$86,869	$88,607
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,024	$70,405	$71,813	$73,249	$74,714	$76,208	$77,732	$79,287	$80,873	$82,490	$84,140	$85,823	$87,539	$89,290	$91,076	$92,897	$94,755	$96,650	$98,583	$100,555	$102,566
380	* Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,930	$75,408	$76,917	$78,455	$80,024	$81,625	$83,257	$84,922	$86,621	$88,353	$90,120	$91,922	$93,761	$95,636	$97,549	$99,500	$101,490	$103,520	$105,590	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,102	$77,624	$79,176	$80,760	$82,375	$84,023	$85,703	$87,417	$89,165	$90,949	$92,768	$94,623	$96,515	$98,446	$100,415	$102,423	$104,471	$106,561	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	Public Works Director (E)	$82,256	$83,901	$85,579	$87,290	$89,036	$90,817	$92,633	$94,486	$96,376	$98,303	$100,269	$102,275	$104,320	$106,406	$108,535	$110,705	$112,919	$115,178	$117,481	$119,831	$122,228	$124,672
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
	Police Officer Trainee	$32,119	$32,956	$33,790	$34,625	$35,459	$36,294	$37,128	$37,963	$38,799	$39,632	$40,467	$41,301	$42,136	$42,970	$43,805	$44,641	$45,476	$46,310	$47,145	$47,979		
196	Police Officer	$18.168	$18.640	$19.112	$19.584	$20.056	$20.528	$21.000	$21.472	$21.944	$22.417	$22.889	$23.361	$23.833	$24.305	$24.777	$25.249	$25.721	$26.192	$26.666	$27.138		
		$37,789	$38,771	$39,753	$40,734	$41,716	$42,699	$43,680	$44,662	$45,644	$46,627	$47,609	$48,591	$49,572	$50,554	$51,535	$52,517	$53,499	$54,480	$55,465	$56,447		
206	Police Corporal	$19.575	$20.066	$20.555	$21.045	$21.535	$22.024	$22.514	$23.004	$23.494	$23.983	$24.474	$24.963	$25.453	$25.943	$26.433	$26.922	$27.412	$27.902	$28.391	$28.881		
		$40,717	$41,737	$42,755	$43,773	$44,794	$45,811	$46,829	$47,849	$48,867	$49,885	$50,905	$51,923	$52,941	$53,962	$54,980	$55,998	$57,018	$58,036	$59,054	$60,072		
316	Police Sergeant	$22.021	$22.553	$23.085	$23.617	$24.149	$24.681	$25.213	$25.745	$26.277	$26.810	$27.342	$27.874	$28.406	$28.937	$29.469	$30.001	$30.533	$31.065	$31.597	$32.129	$32.661	$33.193
		$45,804	$46,910	$48,017	$49,123	$50,229	$51,336	$52,442	$53,550	$54,656	$55,764	$56,871	$57,977	$59,083	$60,190	$61,296	$62,403	$63,509	$64,615	$65,722	$66,828	$67,934	$69,041
346	Police Captain (E)	$28.526	$29.189	$29.853	$30.517	$31.180	$31.843	$32.507	$33.171	$33.835	$34.497	$35.161	$35.825	$36.489	$37.153	$37.815	$38.479	$39.143	$39.807	$40.469	$41.133	$41.797	$42.461
		$59,333	$60,713	$62,094	$63,475	$64,855	$66,234	$67,615	$68,996	$70,376	$71,755	$73,136	$74,516	$75,897	$77,278	$78,655	$80,037	$81,418	$82,799	$84,176	$85,557	$86,938	$88,318
366	Assistant Police Chief (E)	$29.284	$30.003	$30.722	$31.440	$32.159	$32.878	$33.596	$34.316	$35.034	$35.752	$36.472	$37.190	$37.908	$38.627	$39.346	$40.064	$40.783	$41.502	$42.220	$42.940	$43.658	$44.376
		$60,910	$62,407	$63,901	$65,396	$66,891	$68,386	$69,880	$71,376	$72,870	$74,364	$75,861	$77,355	$78,848	$80,345	$81,839	$83,333	$84,829	$86,324	$87,818	$89,315	$90,808	$92,302
406	Police Chief (E)	$37.665	$38.574	$39.484	$40.394	$41.305	$42.213	$43.124	$44.034	$44.943	$45.853	$46.763	$47.672	$48.583	$49.492	$50.401	$51.312	$52.222	$53.131	$54.041	$54.951	$55.860	$56.771
		$78,343	$80,234	$82,127	$84,020	$85,914	$87,804	$89,697	$91,591	$93,482	$95,374	$97,267	$99,158	$101,052	$102,944	$104,835	$106,728	$108,622	$110,513	$112,405	$114,298	$116,190	$118,083

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2020

	REGULAR Part-Time Hourly	Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 11.017	$ 11.457	$ 11.915
555	Interpreter/Translator	$ 11.636	$ 12.101	$ 12.585
570	Lead Peer Counselor	$ 13.215	$ 13.744	$ 14.294

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time Outside Service Attendant-Seasonal	$ 9.448	$ 9.825	$ 10.219
502	Clerk-Part-Time	$ 9.921	$ 10.318	$ 10.730
505	Recreation Instructor-Part-Time	$ 10.392	$ 10.807	$ 11.241
520	Laborer-Part-Time	$ 10.807	$ 11.241	$ 11.690
540	School Crossing Guard-Part-Time	$ 11.241	$ 11.690	$ 12.159
555	Police Reserve Officer-Part-Time	$ 11.636	$ 12.101	$ 12.585
560	School Crossing Guard Coordinator-Part-Time	$ 12.159	$ 12.644	$ 13.152
570	Engineering Aid-Part-Time	$ 13.215	$ 13.744	$ 14.294
580	Court Bailiff-Part-Time	$ 17.177	$ 17.864	$ 18.579
600	Cashier - Seasonal Lifeguard-Seasonal	$ 9.448	$ 9.825	$ 10.219
610	Pool Operator-Seasonal	$ 10.807	$ 11.241	$ 11.690
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 11.690	$ 12.159	$ 12.645

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-527 – Approving the Salary Administration Plan for Fire Department Classified and Unclassified positions

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-527 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

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

SUMMARY
This Council Bill approves the Salary Administration Plan for Fire Department Classified and Unclassified positions with a 9% adjustment to the entire plan.

BACKGROUND
With the successful passage of Proposition "B", a consensus was formed that an updated market study was needed to identify market competitive pay for the City of Joplin to help address recruitment and retention. The City hired Sheila Maerz, with Segal Consulting, to complete the market study. The study was completed and distributed in August. City Council heard a formal presentation of the study results at a work session in September.

The fiscal year 2021 budget was built with the goal to reserve as much financial capacity to dedicate towards improving wages without dipping into reserves. The study documents that Joplin's barrier to competitive pay exists across the entire pay plan. Within the regional market, 41 of 43, or 95%, of the positions included in the study are below market competitive pay. As a result, the study recommended utilizing available resources to make an across-the-board adjustment to the entire pay plan for the City to be within market competitive pay as defined in the study as 95% to 105%.

The fiscal year 2021 budget had enough capacity to grant a 9% across-the-board wage adjustment. With a 9% pay plan adjustment, the positions included in the study will be 99%-100% of the overall blended market bringing the entire plan within market competitive pay as defined by the study.

The 9% adjusted Salary Administration Plan will go into effect on November 1, 2020, which will result in current employees receiving a corresponding wage increase on this date.

FUNDING SOURCE

This item is included in the adopted fiscal year 2021 budget.

RECOMMENDATION

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

COUNCIL BILL NO. 2020-527 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan for the Fire Department; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2020-2021; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2020-095 on August 4, 2018; and,

WHEREAS, the City desires to make a 9% across-the-board adjustment to the pay plan to provide market competitive pay across the entire pay plan; and,

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

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2020, 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 2020-2021, 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 2020-2021, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

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

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

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

_____ day of _____, 2020, by a _____vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2020
* - 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)

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)

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)
162	Firefighter Trainee	$11.1508	$11.4274	$11.7044	$11.9814	$12.2580	$12.5350	$12.8120	$13.0886	$13.3656	$13.6426	$13.9192	$14.1962	$14.4732	$14.7498	$15.0268	$15.3034	$15.5804	$15.8574	$16.1340	$16.4110		
		$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	$12.0293	$12.3201	$12.6114	$12.9033	$13.1945	$13.4854	$13.7777	$14.0686	$14.3598	$14.6517	$14.9430	$15.2349	$15.5261	$15.8170	$16.1089	$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	$14.0053	$14.3182	$14.6312	$14.9441	$15.2566	$15.5696	$15.8825	$16.1950	$16.5080	$16.8209	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6969	$19.0095		
		$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	$16.9257	$17.3026	$17.6788	$18.0557	$18.4331	$18.8100	$19.1862	$19.5635	$19.9404	$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 (E)	$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 (E)	$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
	Fire Training Chief (E)																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0371	$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
		$63,293	$64,536	$65,778	$67,021	$68,263	$69,506	$70,748	$71,990	$73,233	$74,475	$75,718	$76,961	$78,200	$79,442	$80,685	$81,928	$83,170	$84,413	$85,654	$86,897	$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	$84,907	$86,750	$88,593	$90,436	$92,279	$94,123	$95,966	$97,809	$99,652	$101,495	$103,339	$105,180	$107,023	$108,866	$110,709	$112,553	$114,397	$116,240	$118,083

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-610 – Approving a Lease Agreement with Parkwood Tournament, LLC for various parks facilities.

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Parks/Finance

ATTACHMENTS
CB 2020-610 Ordinance; Exhibit "A" Lease Agreement; Summary of Financial Impact; Parks Facilities Lease Agreement Presentation

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a lease agreement with Parkwood Tournament, LLC. for Joe Becker Baseball Stadium, Wendell Redden Stadium, Gabby Street Field and Bassman Softball Complex starting on February 1, 2021 through November 30, 2023. Bassman Softball Complex will only be leased Friday through Sunday during the lease term.

BACKGROUND
The City was recently approached by Parkwood Tournament LLC. with a proposal to lease various parks facilities thereby relieving the parks department of running concessions and certain facility maintenance requiring staff overtime. Currently, Joplin Sports Authority is given first rights to the facilities and reserves various dates. This group is a current user of the various park's facilities. The tenant will be required to continue ongoing relationships with other facility users by renting to them on available dates.

The tenant will pay $55,000.00 annually to lease the facilities, which will increase 3% in years two and three. Overall, the lease reduces direct costs in parks by approximately $27,000.00 annually, while also allowing the Parks Department to re-allocate $30,000 in seasonal staff wages to work on needed parks beautification.

The lease term is three years from February 1 through November 30 each year with an option to renew for one additional three-year time period. The City will have the right to terminate the lease at any time with six months' notice or if an affiliated, independent or semi-professional team agrees to play at Joe Becker Stadium with one-year notice.

FUNDING SOURCE
This item will result in overall savings to the parks fund.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to allow the tenant to schedule games and tournaments for 2021 and comply with the terms of the lease agreement.

COUNCIL BILL NO. 2020-610 **ORDINANCE NO.**

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement 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 Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities, 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 Lease Agreement, 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), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the schedule to lease various facilities in the new fiscal year.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
PARKS DEPARTMENT
FY 2017 THROUGH FY 2019

DESCRIPTION	FY 2019 AMOUNT	FY 2018 AMOUNT	FY 2017 AMOUNT	PROPOSED LEASE
REVENUES:				
BASEBALL FEES	46,559	35,879	29,912	-
SOFTBALL FEES	21,622	12,650	36,691	
CONCESSION INCOME	66,859	95,587	100,415	-
PROPOSED LEASE	-	-	-	55,000
REVENUES SUB-TOTAL	**135,040**	**144,117**	**167,018**	**55,000**
EXPENDITURES:				
WAGES & OVERTIME	57,224	71,335	69,561	-
FRINGE BENEFITS	7,239	9,024	8,799	-
HARDWARE SUPPLIES	-	695	621	700
OPERATIONAL SUPPLIES	2,684	1,648	926	-
RESALE CONCESSION SUPPLIES	32,862	45,379	48,856	-
LANDSCAPING MATERIALS	985	953	3,854	1,000
ELECTRIC CHARGES	45,204	43,455	44,280	45,000
GAS CHARGES	1,636	2,003	1,588	1,750
TELEPHONE CHARGES	1,352	1,272	1,302	1,300
WATER CHARGES	3,667	1,897	3,523	3,000
WASTEWATER CHARGES	1,940	1,717	1,546	1,750
SANITATION CHARGES	2,848	2,750	1,523	2,800
PROPERTY REPAIRS & MAINT	7,874	5,272	9,429	5,000
CENTRAL GARAGE REPAIRS	75	892	771	-
CONTRACTOR FEES	2,264	2,192	2,598	2,200
MAINTENANCE CONTRACTS	965	858	1,066	1,000
FEES & PERMITS	772	795	627	500
LIABILITY INSURANCE	14,630	11,774	14,871	14,500
OPERATIONAL EXPENSES SUB-TOTAL	**184,222**	**203,912**	**215,742**	**80,500**
OPERATIONAL PROFIT/(LOSS)	**(49,182)**	**(59,795)**	**(48,723)**	**(25,500)**
Re-purpose seasonal/part-time staff to beautification needs				**30,000**

*Revenue reflects only lease and rental related income from the proposed facilities.
**With proposal, staff can be utilized in other park areas, such as beautification needs.
***Concession staff paid from parks/stormwater sales tax.

PARKS FACILITIES LEASE AGREEMENT

OCTOBER 19, 2020

PROPOSAL

- **Recently, City was approached by a group to enter into a long-term lease agreement for various parks facilities**
- **Proposal will:**
  - **Generate guaranteed revenue for various park's facilities**
  - **Reduce overtime, seasonal staffing costs, and other operational costs in the parks department**
  - **Allow for the re-allocation of seasonal staffing to parks beautification needs**
- **Group will be required to continue ongoing relationships with other facility users**

LEASE AGREEMENT DETAILS

- **Tenant is Parkwood Tournament Company, LLC**
  - Mike Greninger, Bobby Landis, and Don Patty
- **Parks Facilities included in lease agreement:**
  - Joe Becker Stadium
  - Wendell Redden Stadium
  - Gabby Street Field
  - Bassman Softball Complex (limited to Friday through Sunday)
- **Lease Term:**
  - Commence on February 1, 2021 and end on November 30, 2023
  - Lease Period is February 1 through November 30

LEASE AGREEMENT DETAILS

- **Renewal Option:**
  - Option for one renewal period of 3 years with proper notice
- **Termination Option:**
  - City may terminate at any time, with or without cause, by giving 6 months written notice
  - City may terminate in the event an affiliated, independent or semi-professional baseball team agrees to play at Joe Becker Stadium by giving 1-year written notice

LEASE AGREEMENT DETAILS

Annual Rent

- Annual rent of $55,000 paid in monthly installments with first payment due upon execution of agreement
- In year 2 and 3, rent shall be increased 3% each year
- 10% late charge will be assessed if rent payment not received by the 10th of each month

Naming Rights

- City retains all naming rights

Advertising

- Tenant has all advertising rights and revenue; City reserves right to prohibit certain advertising

LEASE AGREEMENT DETAILS

- **Tenant Requirements for Facility Use by Other Parties:**
  - **Offer the facilities for third party use on any available dates**
  - **Make an available date calendar on or before October 31 each year**
  - **Work with existing facility users such as Joplin Sports Authority and the Outlaws**
  - **Use the existing City facility rate schedule for the first year of the lease; Parking fees will not be charged on any city-owned parking lot**
  - **City may use facilities for city-sponsored events on available dates**

LEASE AGREEMENT DETAILS

❖ Concession Facilities:

- Tenant has exclusive rights to concession facilities and revenue
- Tenant shall replace any future required concession equipment
- Tenant responsible for maintenance, repair, cleaning and security of concession areas

❖ Clubhouse:

- Tenant has exclusive rights to clubhouse
- City retains right to inspect facility

LEASE AGREEMENT DETAILS

❖ Tenant's Responsibilities:

- Perform all maintenance, service, cleaning and care of facilities
- Responsible for any required personnel or volunteers
- Responsible for ticket sales and entry gate
- Responsible for operational repairs resulting from damage caused by use
- Responsible for repairs under $1,000.00
- Prohibit metal cleats on turf and sunflower type seeds
- Prepare fields for games and tournaments on the weekends

LEASE AGREEMENT DETAILS

❖ **City's Responsibilities:**

- **Train tenant to maintain artificial turf**
- **Maintain roof, floor, walls and other structural parts of various facilities**
- **Mow grassy areas of facilities**
- **Prepare fields for games and tournaments during the week**
- **Responsible for repairs over $1,000.00**

PROJECTED FINANCIAL IMPACT

- Operational Loss is projected to decrease in year one by an average $27,000.00
- The value of re-allocating seasonal staff to parks beautification needs is $30,000.00
- Positive Net Benefit of $57,000.00

CITY OF JOPLIN
PARKS DEPARTMENT
FY 2017 THROUGH FY 2019

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**With proposal, staff can be utilized in other park areas, such as beautification needs.
***Concession staff paid from parks/stormwater sales tax.

QUESTIONS?

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of October, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and Parkwood Tournament Company, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, described as follows:

> All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri.

Commonly known as Joe Becker Baseball Stadium; and Wendell Redden Stadium, Gabby Street Field and the Bassman Softball Complex, (hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this Lease shall commence on February 1, 2021 and shall end November 30, 2023, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant's right to occupy, possess, and use the Premises is limited to the period between February 1 and November 30 of each year. Tenant's right to occupy, possess, and use Bassman Complex is further limited to the period between Friday and Sunday. Tenant shall use the premises only for the purpose of playing baseball and softball, baseball and softball practice, promotional events, ticket and merchandise sales, and related baseball/softball events. Tenant must obtain prior written approval from Landlord for any non-baseball events. Tenant shall be allowed to occupy and use the clubhouse for business operations upon execution of this Agreement, as set forth in Section 4., below.

a. Annual Rent. Tenant shall pay to Landlord annual rent in the amount of Fifty-Five Thousand and 00/100 Dollars ($55,000.00) in monthly payments of Six Thousand One Hundred Eleven and 11/100 Dollars ($6,111.11) due on the first day of each month between February 1 and October 1 of each year. For the first year, the February 1, 2021 payment of $6,111.11 shall be due upon execution of this Agreement. In year 2 and 3, rent shall be increased by three percent (3%) each year.

b. Renewal Option. Tenant shall have the right to extend the term for one (1) renewal period of three (3) years under the same terms and conditions by written notice to Landlord given One Hundred Twenty (120) days prior to the expiration of the term. no earlier than 18 months nor later than 12 months prior to the expiration of the

Term; provided, however, that at the time of such notice and at the commencement of the Renewal Period, (a) Tenant remains in occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term.

c. Late Payment of Rent. Tenant shall pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.

d. Landlord shall have the right to terminate this Lease Agreement in the event an affiliated, independent or semi-professional baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days' notice to Tenant.

e. Landlord may terminate this Lease Agreement at any time, with or without cause, by giving six (6) months written notice to Tenant.

2. Naming Rights. Landlord retains the exclusive right to sell, license or otherwise grant the naming rights to some or all of the stadium or any part of the Facility (the "Name"),

3. Advertising. Tenant shall have the exclusive right to post, exhibit or display any Advertising at the Stadium. Tenant shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all fixed and permanent advertising in the Stadium and all temporary advertising for events sponsored by Tenant. In addition, Tenant may enter into marketing and advertising agreements with third parties, setting forth the consideration for, the manner and the method of such advertising and marketing arrangements. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of advertising space within the Stadium or any part thereof and all advertising rights of whatever kind or nature related thereto. All revenues derived from advertising rights or licenses shall, except as otherwise provided in this Agreement, be the property of Tenant. Landlord reserves the right to disapprove and thus prohibit any advertising for the Facility that the City Council or the City Manager, reasonably but in their sole discretion, deems in bad taste or offensive to the City's image, or in their reasonable opinion is a source of embarrassment to the City. No tobacco, vaping or alcoholic beverage company shall be allowed.

4. Third Party Use. Tenant shall make the Stadium available for third party use on any dates that it does not have a scheduled game or event. Tenant shall make its schedule for the following calendar year available to the City and other third-party users once it is available on or before October 31, of the preceding year. Tenant shall make a good faith effort to work with these third-party users to schedule their events with the expectation that these users will be able to utilize the facilities as they currently do. Third-party users include high school baseball, Joplin Sports Authority events, and the Outlaws Baseball organization. Tenant agrees to use the current rent charges used by the Landlord for third-party users in year one and after that the parties agree to evaluate the rent charges in comparison to other local baseball facilities. Tenant shall keep all rental revenue. The current rent charges are $75.00 per game for a high school or JSA event game,

and $200 per game for college or Joplin Outlaws games. Fees for any other users may be established by Tenant. Parking fees shall not be charged for city-owned parking lots for these events. The City may use the Stadium for City-sponsored events each year on days that are not in conflict with the Tenant's baseball games or any previously scheduled third-party events or special events.

5. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant shall use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning, and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures, and buildings in good working order and condition. Tenant may contract out concession services. Landlord shall not operate or staff concessions. Tenant is responsible for maintaining concession facilities in compliance with all applicable city ordinances.

6. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified. Tenant shall be able to begin utilizing the Clubhouse for business operations on February 1, 2021 and shall be responsible for all utilities for the incurred for the Clubhouse beginning February 1, 2021.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of Joe Becker Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Tenant shall be responsible for the general maintenance of the Stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning.

8. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

9. Use of Premises by Tenant. Tenant shall use the leased premises for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 11:00 p.m. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

10. Tenant's Responsibilities. It is the intent of the parties that Tenant perform all maintenance, service, cleaning and care for the premises unless said duties are expressly

designated to Landlord under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ballfields and facilities shall be operated solely by Tenant and no other person, corporation, association, or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom, excepted as provided for in this Agreement. Additionally, Tenant, at its own expense, shall maintain premises in its present condition:

a. Tenant shall, at its own expense, care for and maintain leased premises in a reasonably safe and serviceable condition. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the Stadium, improvements, and real estate shall remain the sole property of the Landlord.

b. Tenant shall make operational repairs to equipment and buildings as needed for damage caused by Tenant's use of the Stadium.

c. Tenant shall make operational repairs to fencing for damage caused by Tenant use of the Stadium. Tenant is responsible for and agrees to keep the club house, restroom, concession, luxury boxes and the stadium facilities in a clean and sanitary condition. This may require regular cleaning and sanitizing by Tenant.

d. Tenant shall not allow trash of any kind to accumulate on said premises on the grounds, or the front, side, or rear thereof.

e. Tenant shall be responsible for any maintenance or repair expenses under $1,000.00. Landlord shall be responsible for all maintenance and repair expenses exceeding $1,000.00.

f. On the last day of the term, Tenant shall return the facility to the Landlord in the same condition as the first day of the term, normal wear and tear excluded. Tenant shall not be obligated to paint the facility.

g. Landlord shall train Tenant on how to maintain the artificial turf and Tenant shall perform maintenance on the turf as recommended by the manufacturer as well as other required maintenance for the facilities.

h. Tenant shall prohibit the use of metal cleats on the artificial turf areas of the field, including but not limited to, the pitcher's mound and batter's box.

i. No sunflower seeds or seeds of any kind shall be allowed at any of the facilities.

11. Landlord's Responsibilities.

a. Landlord shall keep the roof, structural part of the floor, walls, and other structural parts of the Stadium and building, and field lights in working order. Landlord shall have the right to enter the premises during normal business hours, when accompanied by Tenant's staff, to inspect the grounds to determine compliance with the Tenant's obligations. Landlord shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control. Landlord will mow all areas outside of the Stadium.

b. Landlord will mow areas on Monday, Wednesday and Friday depending on the weather and tournament and game schedules. For weekday games, Landlord will prepare the fields games and tournaments, and this will include lining the foul lines and batters' boxes at Joe Becker, Wendell Redden and Bassman. Landlord shall not be responsible for any field preparation for weekend events (Friday through Sunday).

12. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord.

13. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this Lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant may procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this Lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this Lease at Tenant's sole cost and expense, workers' compensation insurance as required by the State of Missouri or Texas. Additionally, Tenant shall procure and maintain in full force and effect during the entire

term of this Lease at Tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance each year.

14. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this Lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then-applicable Environmental Law;

b. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

c. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises.

15. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless, Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs 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 Landlord, its agents or employees, or Tenant, 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 Lease or any work done thereunder or business carried on by Tenant.

16. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this Lease shall terminate.

17. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, after the expiration of a seven (7) day right-to-cure period, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without

being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this Lease.

18. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

19. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Tenant agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees in any lawsuit against Tenant.

20. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Parkwood Tournament Company
Attention: Mike Greninger
Email: q6217dos@laquinta.com

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

21. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease 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. This provision shall not apply to changes of address for forwarding of notice or rental payments.

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

23. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary to operate as a First Class Operation.

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

25. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

29. Mediation. Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"**LANDLORD**"

PARKWOOD TOURNAMENT COMPANY LLC, a Missouri Limited Liability Company

By: _____
Mike Greninger, Managing Member

ATTEST:

_____

"**TENANT**"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me appeared Nicholas Edwards, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Nicholas Edwards acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me appeared Mike Greninger, to me known to be the Managing Member for Parkwood Tournament Company, LLC, a Missouri Limited Liability Company, for the consideration stated therein and no other, and said Mike Greninger acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2020-009 – (Funding Agreement between the City of Joplin and Downtown Joplin Alliance)

MEETING DATE:
October 19, 2020

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

SUMMARY:

The purpose of this Agreement is to partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown. Downtown Joplin Alliance was awarded a $100,000 Grant in February, 2020 by the 1772 Foundation based in Providence, Rhode Island. The purpose of the Historic Preservation Grant is to create a revolving fund which will be a tool to save and rehabilitate historic properties, which, in turn, creates affordable, sustainable housing, as well as creating an economic impact for our business and commercial districts.

Under the endangered property program, Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. Main Street will use the information gained and pair it with state, federal, and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

The proposed agreement will authorize the City to fund Downtown Joplin Alliance in the amount of $40,000 annually. The term of this Agreement shall be for twelve (12) months, from November 1, 2020, to October 31, 2021, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2020-009
Agreement (Exhibit "A")

NE:ab

FUNDING AGREEMENT BETWEEN THE CITY OF JOPLIN AND DOWNTOWN JOPLIN ALLIANCE

This Agreement, made and entered into this ___ day of _____ 2020, is by and between Downtown Joplin Alliance, a Missouri nonprofit corporation ("Main Street"), and the City of Joplin, Missouri, a Missouri Municipal Corporation ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District.

WHEREAS, Main Street has applied for and received a $100,000.00 grant from the 1772 Foundation to create the Preservation Revolving Fund, which in general terms, will fund a program to preserve and market vacant or underutilized downtown buildings in Joplin, MO.

WHEREAS, the Revolving Fund will be used for "hard" costs such as Phase 1 environmental studies, title work, engineering assessment, architectural plans and sketches, economic feasibility studies or appraisals.

WHEREAS, Main Street seeks funding from the City in the amount of $40,000.00 annually in order to pay for the administrative/personnel cost of the running the preservation program.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City and downtown Joplin area, to compensate Main Street for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

1. SCOPE OF SERVICES.

Main Street will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. Main Street will use the information gained and pair it with state, federal, and local incentives to build a marketing package for each property.

Properties will then be marketed to developers on a regional and national basis.

B. Economic Enhancement. Main Street shall continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. Main Street tracks key statistics, including job growth and new businesses in the Downtown Core Area. Main Street serves as the key point of contact for interested parties looking to invest in the Downtown Core Area.

Main Street shall continue to develop and update a consistent marketing and promotion program for the Downtown Core Area that will bring the City's brand alive and elevate the image of Joplin's downtown and the community.. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to the Downtown Core Area. Main Street shall continue to be a resource for developers and property owners interested in, historic preservation and renovation.. Main Street will assist City staff with the implementation and education of the City's Historic Preservation Commission's Design Standards for the Sunshine Lamp District..

2. TERM AND TIME OF PERFORMANCE.

The term of this Agreement shall be for twelve (12) months, from November 1, 2020 to October 31, 2021, and shall automatically renew for two *(2)* additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal. In the event the City does not allocate or appropriate any money for this program in its annual budget, this Agreement shall automatically terminate. Annually, the City Manager and/or the City Council shall review the performance of Main Street and its administration of the Endangered Property Program. To facilitate the evaluation, Downtown Joplin Alliance shall submit a copy of its annual budget, meet regularly with the City Manager and his staff and provide detailed reports of all activity of the Program.

3. COMPENSATION AND METHOD OF PAYMENT.

The City hereby agrees to compensate Main Street for its administrative and personnel costs for delivering the services outlined in Section I of this Agreement in the not to exceed amount of Forty Thousand Dollars ($40,000.00). All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time. The City will pay this amount in monthly payments in the amount of $3,333.33, with the first payment being made on the November 1, 2020.

4. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW.

Upon the City providing Main Street with fifteen (15) day written notice sent by certified mail, Main Street shall permit an authorized representative of the City reasonable access to inspect and audit all records, financial records, information and data of Main Street related to this Agreement and Main Street's performance hereunder Main Street shall keep all records and data related to this Agreement for five (5) years after the termination of this Agreement.

5. SUBCONTRACTS.

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the City.

6. REPRESENTATION ON BOARD.

Main Street's Board of Directors oversee the operation of Main Street, and the City will possess two non-voting positions on the Board consisting of a Council liaison and the City Manager or his designee.

7. NON-DISCRIMINATION PROVISIONS.

Main Street will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

8. COMPLIANCE WITH THE LAW.

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

9. CONFLICT OF INTEREST/POLITICAL ACTIVITY.

Main Street shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

10. INDEPENDENT CONTRACTOR.

This agreement does not create an employee/employer relationship between the parties.

It is the parties' intention that Main Street will be an independent contractor and not the City's employee for all purposes. Main Street shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of Main Street as a Missouri non-profit corporation, nor shall the City have any ownership interest in Main Street.

11. INDEMNIFICATION.

Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, negligent or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with this Agreement or the work or operations expressly authorized herein. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

12. TERMINATION.

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate this Agreement at any time, with or without cause, or for its convenience, by giving thirty (30) days written notice to Main Street. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that Main Street is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below. Upon termination, the City's obligations to make any payments to Main Street shall terminate on the date of termination

B. In the event of such default or violation by Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default of violation. Main Street shall cure or remedy said violation or default within fifteen (15) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within fifteen (15) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street. Main Street's liability to the City for any damages arising out of this Agreement, shall be limited to the

amount of money received by Main Street through the date of default or date of termination of this Agreement, whichever is later.

13. NOTICE.

Any notice required by this contract is deemed sufficiently given when deposited in the United State Mail, if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified. Notice to the City shall be addressed to:

City Manager City of Joplin, Missouri
602 S Main Street
Joplin, Missouri 64801

Notice to Main Street shall be addressed to:

Executive Director
Downtown Joplin Alliance
931 E 4th St
Joplin MO 64801

14. AMENDMENTS.

This Agreement may only be amended by a signed written agreement between the parties that is ratified by each party's governing board.

15. SEVERABILITY.

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF JOPLIN, MISSOURI, a
Missouri Municipal Corporation

Nicholas Edwards, City Manager

ATTEST:

City Clerk

Approved as to Form

City Attorney

DOWNTOWN JOPLIN ALLIANCE
A Missouri nonprofit corporation

Jeff Neal, President

ATTEST:

Chelsea Conley, Secretary

COUNCIL BILL NO. 2020-009 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri, and Downtown Joplin Alliance, to partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", 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, Missouri.

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

_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-168 – approving a construction agreement with Visu-Sewer of Missouri, Inc. for the 2020 East Town Infrastructure – Sanitary Sewer project.

MEETING DATE
October 19, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map; Bid Summary; Agreement; Council Bill

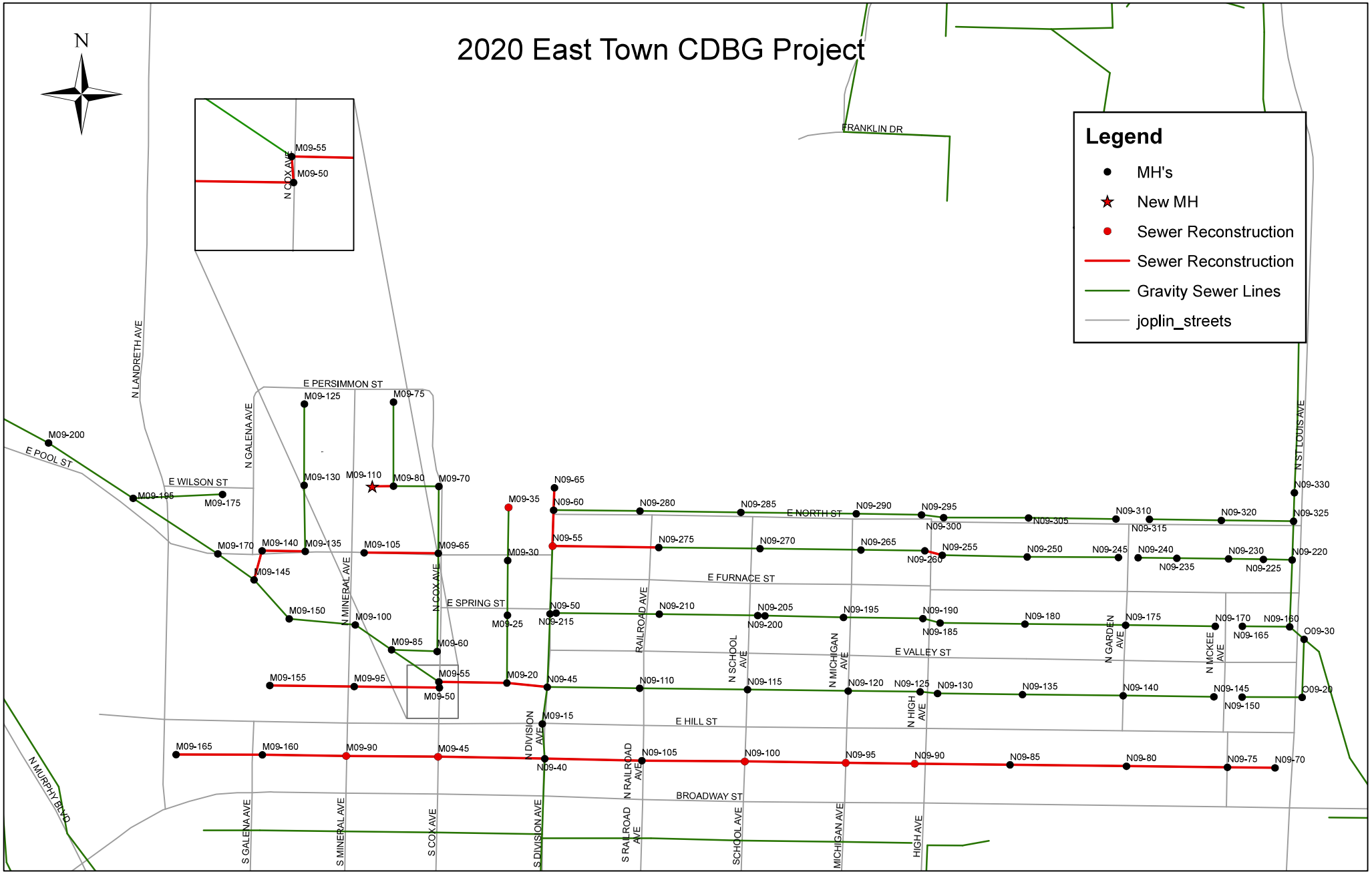
REVIEWED BY
Director of Public Works: David K. Hertzberg, Director of Planning and Community Development: Troy Bolander, Director of Finance: Leslie Haase, City Attorney: Peter Edwards, City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves a Construction Agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00), for construction of the 2020 East Town Infrastructure – Sanitary Sewer project.

BACKGROUND
The City has received authorization for the release of funds for the 2020 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalk, streets, curb & gutter, storm water, and sanitary sewer systems in designated neighborhoods. The 2020 East Town Infrastructure – Sanitary Sewer project focuses primarily on the trenchless reconstruction of existing sanitary sewer mains and lateral connections within the project area; see the Location Map for reference. Funding was approved for neighborhood infrastructure projects in the 2020 Action Plan. Design for the project was done in-house, utilizing data received from the CCTV evaluation work performed by Ace Pipe Cleaning. In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the project was advertised on September 13, 2020. Two proposals were received before bid opening on October 7, 2020. Visu-Sewer of Missouri, Inc. was selected as the lowest, most responsive bidder; their bid was below the Engineer's estimate. The Infrastructure Improvement Fund to be used for the construction project will be reimbursed by CDBG funding. Public Works intends to provide construction inspection and administration**.**

FUNDING SOURCE
The majority of these payments will come from the FY 2020-21 budget of Infrastructure Improvement Fund ($322,000) and will be reimbursed by federal CDBG grant funds; the remainder of the project budget ($56,358) will come from the sewer maintenance fund.

RECOMMENDATION
Staff recommends approval of this Council Bill as a non-emergency ordinance


2020 East Town CDBG Project
N
Legend
MH's
New MH
Sewer Reconstruction
Sewer Reconstruction
Gravity Sewer Lines
joplin_streets
FRANKLIN DR
N LANDRETH AVE
E PERSIMMON ST
N GALENA AVE
E WILSON ST
E POOL ST
N MINERAL AVE
N COX AVE
E SPRING ST
E FURNACE ST
E NORTH ST
E VALLEY ST
E HILL ST
BROADWAY ST
N RAILROAD AVE
N SCHOOL AVE
N MICHIGAN AVE
N GARDEN AVE
N MCKEE AVE
N HIGH AVE
N ST LOUIS AVE
N DIVISION AVE
N MURPHY BLVD
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BID SUMMARY

PROJECT: 2020 East Town Infrastructure – Sanitary Sewer

DATE OF BID OPENING: October 7, 2020 @ 10:00 am

CONTRACTOR	BID
Bennett Inc.	383,738.80
Visu-Sewer of Missouri	378,358.00
Engineering Estimate	383,000.00

AGREEMENT
Between
City of Joplin and Visu-Sewer of Missouri LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S MAIN JOPLIN, MO 64801		Name: Visu-Sewer of Missouri LLC Address: 7895 St. Clair Avenue E. ST LOUIS, IL 62203	
Attention:		Attention:	
Department: Engineering		Phone:	Fax:
Phone:	Fax:		

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

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

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

a. Missouri Wage Rate: All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred

dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles,

with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $378,358.00 (Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 Dollars) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner,

partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

8. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law

94-163).

17. Liability and Indemnity.

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

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in

connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 ($378,358.00) dollars, said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such

identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary

by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment

or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in

employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will

not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the

Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____
Troy Bolander, Planning & Community Development Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Visu-Sewer of Missouri LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight AND no/100 DOLLARS (378,358.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save

harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Visu-Sewer of Missouri LLC

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 DOLLARS ($378,358.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that

by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

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

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

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By _____
Director of Finance (Title)

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

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

COUNCIL BILL NO. 2020-168 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer project funded through the CDBG Entitlement grant, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvement Fund and the Sanitary Sewer Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-168

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

_____

Leslie Haase, Director of Finance