JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 5, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      CHAMBER-MOKAN Q1 2024 REPORT TO CITY.PDF

   2. TEConomy Presentation

      Documents:

      JRAH TECONOMY FINAL REPORT.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Capital Improvement Tax & Fiscal Accountability Of Tax Dollars

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2024-251
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) property as described below and located at 2012 W 2nd St.

Documents:

2024-251SUMMARY.PDF
2024-251REPORT.PDF
2024-251APP.PDF
2024-251MINUTES.PDF
2024-251MAP.PDF
CB2023-251.PDF

3. COUNCIL BILL NO. 2024-252
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located West of the Intersection of Wildwood Ranch Parkway Ave and Nellie Mae.

Documents:

2024-252SUMMARY.PDF
2024-252REPORT.PDF
2024-252APP.PDF
2024-252MINUTES.PDF
2024-252MAP.PDF
CB2024-252.PDF

4. COUNCIL BILL NO. 2024-253
AN ORDINANCE changing the name of S McKee Avenue, beginning at E 3rd Street and extending North along said public right-of-way to E Central Street, to "JD Love Way" in the City of Joplin, Jasper County, Missouri.

Documents:

2024-253SUMMARY.PDF
2024-253REPORT.PDF
2024-253APP.PDF
2024-253MINUTES.PDF
2024-253MAP.PDF
CB2024-253.PDF

8. Consent Agenda

1. Minutes From The January 16, 2024, City Council Meeting

Documents:

JANUARY 16, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-601
AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and

Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

CB2024-601.PDF

3. COUNCIL BILL NO. 2024-602
AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

Documents:

CB2024-602.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO 2024-106
AN ORDINANCE approving an agreement with Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-six and 00/100 DOLLARS ($597,756.00) for Justice Center Water Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-106 GS JUSTICE CENTER WATER LINE REPLACEMENT.PDF
00 52 00 AGREEMENT 2023 FOR JUSTICE CENTER WATER LINE REPL.PDF
CB2024-106 BID SUMMARY JUSTICE CENTER WATER LINE REPLACEMENT.PDF
NICHOLS TO WELLER - RECOMEND AWARD JUSTICE CENTER WATER LINES TO SATTERLEE 01 09 2024.PDF
CB2024-106 CB JUSTICE CENTER WATER LINE REPLACEMENT.PDF

2. COUNCIL BILL NO. 2024-353
AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 828 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency

how the assessment thereof shall be made, and containing an emergency clause.

Documents:

SUMMARY 828 MURPHY.PDF
828 S MURPHY AVE.PDF
PRESENTATION 828 MURPHY CB 2024-353 (1).PDF
CB 2024-353.PDF

3. COUNCIL BILL NO. 2024-502
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-502 SUMMARY BUDGET AMENDMENT FY 2023.PDF
CB 2024-502 BUDGET AMENDMENT ORDINANCE.PDF
CB 2024-502 SCHEDULE A 2023 BUDGET AMENDMENT.PDF

4. COUNCIL BILL NO. 2024-603
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Downs and St. Germain, a Florida Corporation, to conduct a Tourism Visitor Profile of the Joplin tourism region for the not to exceed the price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), authorizing the City Manager to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

Documents:

CB 2024-603 SUMMARY COJ AGREEMENT W DOWNS ST GERMAIN CVB VISITOR PROFILE.PDF
DSG CONSULTING AGREEMENT VISITOR PROFILE.PDF
2024-RFP-01 VISITOR PROFILE.PDF
BID FORM 2024-RFP-01 VISITOR PROFILE SCORES.PDF
BID FORM 2024-RFP-01 VISITOR PROFILE TABULATION.PDF
VISITOR PROFILE FY24 STATE GRANT SIGNED.PDF
CB 2024-603 ORDINANCE COJ AGREEMENT W DOWNS ST GERMAIN CVB VISITOR PROFILE.PDF

5. COUNCIL BILL NO. 2024-604
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with The World Street Art Foundation, The Netherlands, to consult on developing and marketing a 3D Street Painting Festival for three years (2024, 2025, 2026), with an option to add 2027, as a signature event to mark the centennial of Route 66 and increase international visitation to the Joplin tourism market and containing an emergency clause.

Documents:

CB 2024-604 SUMMARY COJ AGREEMENT W WORLD STREET PAINTING FOUNDATION .PDF
3D STREET PAINTING FESTIVAL CONSULTING AGREEMENT FINAL.PDF
BID 011123 WORLD STREET PAINTING FESTIVAL.PDF
2024-RFP-05 3D STREET PAINTING CONSULTANT.PDF
CB 2024-604 ORDINANCE COJ AGREEMENT W WORLD STREET PAINTING FOUNDATION.PDF

6. COUNCIL BILL NO. 2024-605
AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars and No Cents ($144,266.00) for the annual service agreement; and containing an emergency clause.

Documents:

COUNCIL BILL NO. 2024- 605 ORDINANCE MOTOROLA ANNUAL SERVICE AGREEMENT.PDF
MOTOROLA SERVICE AGREEMENT JOPLIN2024SA.PDF
SUMMARY ITEM 2024-605 ANNUAL SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2024-107
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

Documents:

CB2024-107 SUMMARY SHEET-INTERIOR RENOVATIONS.PDF
CB2024-107 ORDINANCE - INTERIOR RENOVATIONS.PDF
CB2024-107 BID SUMMARY - INTERIOR RENOVATIONS.PDF
CB2024-107 - PLAN SHEETS.PDF
CB2024-107 - AGREEMENT INTERIOR RENNOVATIONS.PDF

2. COUNCIL BILL NO. 2024-254
AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 3rd Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

Documents:

2024-254SUMMARY.PDF
2024-254REPORT.PDF
2024-254APP.PDF

2024-254MINUTES.PDF
2024-254MAP.PDF
2024-254PLAT.PDF
CB2024-254.PDF

3. COUNCIL BILL NO. 2024-255
   AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 4th Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

   Documents:

   2024-255SUMMARY.PDF
   2024-255REPORT.PDF
   2024-255APP.PDF
   2024-255MINUTES.PDF
   2024-255MAP.PDF
   2024-255PLAT.PDF
   CB2024-255.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

    1. Site Plan Review Case 002-24
       NW Corner of S Maiden Ln and W 22nd St – Site Plan Review – A request to review a site plan – KC DT LLC

       Documents:

       002-24SUMMARY.PDF
       002-24REPORT.PDF
       002-24APP.PDF
       CASE 002-24MINUTES.PDF
       002-24MAP.PDF
       002-24 SITE PLAN.PDF

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 1ST day of February 2024 (RSMo 610.020)

Notice posted at 12:00 PM on this 1ST day of February 2024 (RSMo 610.020)

JOPLIN AREA CHAMBER / MOKAN
ECONOMIC DEVELOPMENT UPDATE
Q1 2024

The City of Joplin's investment enables the Joplin Area Chamber to increase capacity regarding promotion of the city as a place to do business, as well as to live, work and raise a family to potential workers. It also expands opportunities for more access to state and national resources, leaders and markets through conferences, mission trips with the Missouri Partnership and advertising mediums. Activities carried out in the past 90 to 120 days included:

Amy Kauffman was introduced as the new Director of MOKAN on January 2

- Amy had been with the MOKAN organization from mid 2021 until April of 2023 and then left to lead the Cherokee County Economic Development Corporation

BUSINESS ATTRACTION:

RFI's

- 13 RFI's received since previous report
- 1 RFI's submitted on behalf of City of Joplin
- 2 RFI's submitted for MOKAN region

Projects Submitted

Project Romaine

- company that produces green vegetables looking to build a new facility
- 12 to 15 employees
- 5 to 10 acres or 5,000 sq ft building
- Submitted Crossroads site

Active Projects

Project Buffalo

- Initial phase would include the addition of approximately 80 employees with high potential for future growth
- 25 to 30 acres
- $50,000 avg wage
- $15 million capital investment
- Crossroads site being considered

Project Hydra

- Data center operation
- 100+ employees
- 35 acres

- $50,000 avg wage
- $60 million capital investment
- Electric rates are critical to this project and prospect is currently making application with Liberty
- Wildwood Ranch site being considered

EXPANSION & RETENTION

- Attended the Ribbon Cutting ceremony for La-Z-Boy in Neosho
  - This project has been in the works since 2019 and features a 30,000+sqft Parts and Distribution Warehouse, and an additional 60,000 sq ft addition to the existing footprint.
  - This expansion is due to the closing of a LZB plant in Redlands, CA and the existing capacity is absorbed by the Neosho and Siloam Springs LZB plants. In the end it will account for about $37M in capital investment ($31 in construction and $6-7 in furniture).
  - A health clinic is included in this expansion that will provide primary care for employees and their families.

- **Business Retention & Expansion**
  - In Q3 2023 we conducted a total of **41 BRE visits**
    - most of which resided in the Crossroads Business Park
  - In Q4 of 2023 we conducted a total of **33 additional BRE Visits**
    - these visits were conducted with mostly large employers not located in Crossroads
  - Companies included Able Composites, Amcor, CFI, Gilster-Mary Lee, MAPP Technologies, Jasper Products, Modine, Owens Corning, Refresco, Schaeffler, Arrow Box and many others

- We have hired a **Workforce Development Manager** who will begin in mid-February
  - The purpose of this position will be to focus on supporting the largest employers with two BRE (Business Retention Expansion) visits per calendar year, conducting quarterly surveys with those large employers and serving as the connective tissue among K-12 and Secondary education institutions, government agencies, industries and the local community.

EVENTS ATTENDED:

- **Economic Issues Summit** **Jefferson City - January 29 & 30**
  - Hosted by the Missouri Economic Development Council
  - Purpose is to bring economic developers together to hear, share and discuss proposed legislative issues for the current legislative session.

- **Southeast Kansas Economic Outlook Conference** **Pittsburg KS – October 10**
  - Hosted by Wichita State University's Center for Economic Development & Business Research
  - Purpose is to review local and state economic outlooks, establish relationships with other attendees

- **Hawthorn Foundation Annual Meeting** **St. Louis – November 9**
  - Hosted by the Hawthorn Foundation
  - Purpose is to update the partners of the previous quarter's business attraction efforts along with the MO Partnership organization
  - At this meeting the inaugural Hawthorn Award of Excellence was presented to Mr. Rudolph Farber of Neosho

- **Hawthorn Review of Gov. Parson's State of the State Address** **Virtual - January 25**
  - Attended virtually – Highlights of specific initiatives that will be focal points this year

- **Business Forecast Luncheon** **Rogers Ark – January 26**
  - Hosted by University of Arkansas College of Business Center for Business & Economic Research
  - Purpose is to gain perspective of what's going on in the world, national and local/regional economy and to review recent trends and present forecasts for the next 12 months

MARKETING & PROMOTIONS OF JOPLIN ACTIVITIES:

- **Alyssa Brown** from the Chamber marketing team is now splitting her time and work between Chamber and MOKAN
  - Alyssa brings marketing experience and expertise to the MOKAN organization that, to my knowledge, the organization has never had before
  - Alyssa's compensation will be split between the two entities
  - Her primary duties will be:
    - to market the region by creating content that will be shared on the website and Linkedin pages and can be pushed out directly to prospect businesses and site selection consultants via email or printed materials
    - Update the website and all property listings

- **Choose Joplin Website**
  - Oct 1 – Dec 31:
    - 980 visits
    - 1,392 sessions
    - Avg duration spent on site = 3 minutes and 25 seconds

- **Livability**
  - Livability is a company that specializes in attracting workforce and talent who are actively looking to relocate via their website www.livability.com
  - They create content for communities that highlight the best of what they have to offer and then publish and promote articles digitally
  - Additionally, the local community can then use the articles to promote as well and add to its website and social media platforms

- The reporting mechanism, measuring traffic and engagement, will provide insights into the effectiveness of the campaign. Leveraging Livability.com's large digital footprint among the 25-44 age demographic, and maintaining a gender-balanced readership, the strategy aligns well with attracting a diverse and dynamic pool of individuals who are vital for economic growth and community development.
- These written pieces are scheduled to go live on the Joplin page located on Livability.com in mid-March. Below are the topics that will be covered in the 2024 calendar year.
    - Joplin is Perfect for Families
    - I came to Joplin for college and stayed for my career
    - Why I moved Back to Joplin to Plant Roots
    - Why I built my business in Joplin and you should too
    - How I got connected to my community
    - 5 Things to do after work in Joplin
    - Must-attend events and festivals in and around Joplin
    - Joplin: Live Like a Local
    - Discover Joplin neighborhoods
    - The arts are flourishing in Joplin

- **Billboards**
    - We continue to promote positive vibes and awareness of the Joplin community to passers-by on I-44 with 2 billboard ads along I-44; facing opposite directions to capture both sides of traffic
    - One ad featured The Wall Street Journal ranking as the #2 best place for remote workers
    - A second ad featured the 4 college institutions we have in Joplin

ENTREPRENEURSHIP AND NEW BUSINESS START-UP ACTIVITIES:

The Joseph Newman Innovation Center (the NIC) celebrates another year of success in fulfilling its mission as Joplin's premier business incubator and allows start-up businesses a lower entry point for office space and support than the traditional marketplace.

Tenant Businesses

- Expanded
    - KSS Cleaning Service
    - Began with 2 employees at move in Aug 2023
    - Has since expanded to 13 total employees

- New
    - 1 new tenant businesses launched since previous report (7 in all of 2023)
    - Bookkeeping AOE

- Graduated – none since previous report

- There are 12 current tenant businesses employing 31 people (26 in previous report)

MISCELLANEOUS

- Travis emcee'd Governor Parson's expansion announcement at **Boyd Metals** in Joplin (9/21) and the Governor's visit to Joplin for the celebration ceremony of the **Rangeline bridge replacement** (12/8).

- **Joplin YPN Summit**
  - The first ever YPN summit will be held February 9 at the Cornell Complex
  - The event has more than 70 registered attendees to date and will feature 4 speakers along with breakout sessions

- **Economic Growth Tour on October 20**
  - The Chamber gives an annual introductory/familiarity bus tour of the most recent projects and economic development related activities
  - There were approximately 40 participants from the community
  - Stops included the Pennington Building downtown, the Historic Family Y and the Olivia, the Schifferdecker and Zelleken Homes, KCU-Dental School, Arrow Box Company of Joplin, Midcon Cables Company and a drive through of the Crossroads Business Park highlighting the new Don's Cold Storage Warehouse and Road Ranger

- **Joplin Regional Technology Summit on November 3**
  - 220 in attendance
  - Hosted at James River Church in Joplin
  - 4 tracks; Business Advisors, AI/Innovation, Cyber Resiliency, and Automation, Robotics and Drones

- **ATTC**
  - Crowder College will be vacating the ATTC as they have purchased a 70-acre site across from the Menard's development
  - They have an existing lease to occupy the ATTC through the end of the summer 2024

A Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets

Prepared for: The Joplin Regional Alliance for Health Care and Health Science (JRAH)
Prepared by: TEConomy Partners, LLC

November 2023





TECONOMY PARTNERS LLC



For more information on this report please contact its authors with TEConomy Partners:
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Executive Summary

There is exciting and visible economic growth and new development occurring in Joplin. While a tornado and its recovery may have defined the last decade of Joplin's development, there is an ongoing "newness" and momentum evident across Joplin that is inspiring, outlined by wide-ranging community investments in new single-family homes and apartments, parks and trails, a high school, and high-profile assets such as the new library and arts center.

Increasingly, Joplin is expanding as a hub for healthcare professions and clinical care. The selection of Joplin by Kansas City University to host a medical school as an arm of the KCU College of Osteopathic Medicine and the establishment of the new KCU College of Dental Medicine are exceptional contributions to the region's healthcare landscape. The modern facilities at Mercy Hospital Joplin and the extensive infrastructure of the Freeman Health System contribute to the robust and excellent healthcare ecosystem.

Moreover, Missouri Southern State University in Joplin is investing $37.5 million for a Health Science Innovation Center. This investment aligns with the university's expanded statewide health and life sciences mission approved by the Missouri Coordinating Board for Higher Education. With the existing higher education options provided by Crowder College, MSSU, KCU, and other institutions in the broader MOKAN region, Joplin is expanding a notable system to advance education opportunities for current and emerging healthcare and health science careers.

It is evident that the Joplin region recognizes the potential for further economic development through the growth and convergence of assets in the health industry and higher education sector. To address this opportunity, representatives of multiple major stakeholder organizations formed the Joplin Regional Alliance for Healthcare and Health Science (JRAH). The primary objective of JRAH is to develop a strategic plan to guide the long-term growth of Joplin's healthcare and health science sectors and to maximize economic development opportunities at the intersection of "eds and meds." To this end, JRAH retained the services of specialized economic development consultants at TEConomy Partners to undertake an in-depth situational assessment leading to the development of the strategic action plan profiled herein.



Assessment Findings

The situational assessment involved using quantitative analytics to assess the regional economy and the performance of relevant industry businesses. In addition, multiple qualitative interviews with key stakeholders representing business assets, regional businesses, local government, higher education, and healthcare provider organizations were performed. The data and information collected informed a strengths, weaknesses, opportunities, and threats (SWOT) assessment of the region for eds and meds development. The analysis confirmed that Joplin's health and biomedical industry stands out as an established regional strength and a key driver of overall employment growth.

From 2017 through 2021, the health and biomedical industry in the MOKAN region grew by 21%, rapidly outpacing the U.S. growth rate of 5.2%. The higher education sector is also emerging as a regional strength with a complete continuity of educational options. The higher education sector grew employment by 1.3% in the Joplin region from 2017-2021, bucking national trends as the U.S. average saw a 4.5% decline across the sector.

Joplin is relatively unique for a region of its size, in that it is home to higher education leading to certificates, associate, bachelors, graduate degrees, and professional medicine and dentistry degrees. Stakeholders repeatedly mentioned the responsiveness of Crowder College to regional training needs and the promise of unique, innovative, and collaborative programs such as the KCU/MSSU Accelerated Partnership, Crowder–MSSU Partnerships, and the MOSO CAPS Program.

Although the region has many identified strengths and opportunities, it also faces limited population growth and a tight labor market. With unemployment falling below 3% for the first half of 2023, economic development efforts need to concentrate on meeting the needs of existing employers through workforce development that improves the skills, training, and educational attainment of the regional population. These efforts should improve the community's health, boosting labor force participation and productivity.

Strategic Recommendations

The in-depth assessment of the region, along with the evaluation of healthcare and higher education assets, resulted in the identification of three overarching opportunity areas:

Table ES-1: Recommended Strategic Focus Areas

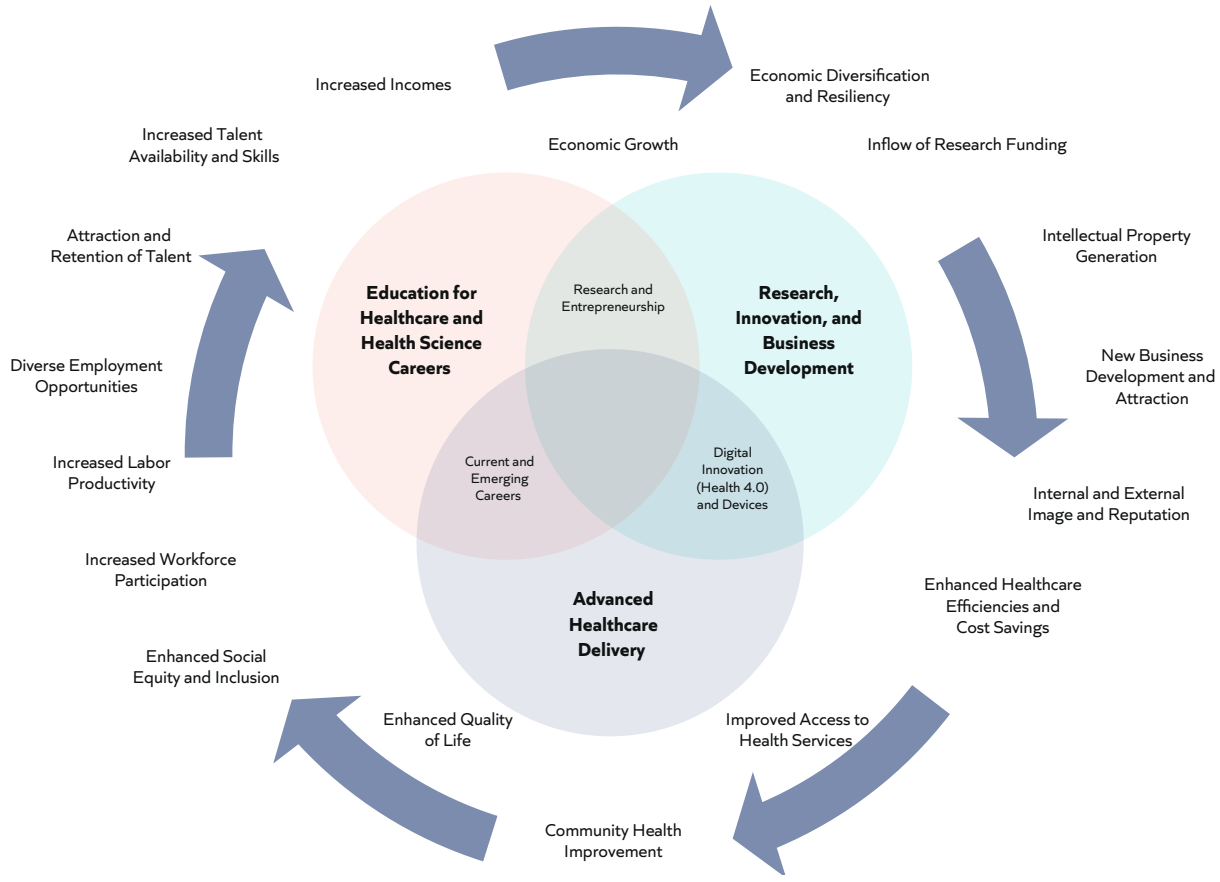
Strategy Focus	Description
1. Education for Healthcare and Health Science Careers	**Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.** The signature higher education assets of the region need to be better aligned with the sustained demands of the regional healthcare system for skilled workers. This presents opportunities to enhance economic development along multiple pathways, including growing the existing higher education businesses as an economic driver, reducing personnel acquisition and retention costs across the healthcare system, improving the quality of healthcare services and their productivity, and helping to assure the region educates the necessary personnel to advance digital healthcare and other fast-moving opportunity spaces.
2. Research, Innovation and Business Development	**Developing research and development, innovation, and business development opportunities based on pre-existing and evolving healthcare and higher education assets.** Joplin may leverage its distinctive higher education (especially KCU and MSSU), healthcare, and business assets to build a presence in selected R&D and business innovation opportunities. Emerging technologies in healthcare present multiple pathways for new business development and expansion, especially, but not limited to, the rapidly developing digital health space. As expertise in research builds, this may also become an attractor for existing businesses to consider a Joplin region location.
3. Advanced Healthcare Delivery	**Advancing healthcare delivery to meet the region's unique community health challenges and increase workforce availability and productivity.** The healthcare delivery system within the region may become a leader in the development of an advanced healthcare delivery model that integrates technology, innovation, and new workforce skills to build an expanding position in digital health (Healthcare 4.0). This strategy leverages emerging technologies to significantly improve regional healthcare access and outcomes via the use of telemedicine, medical IoT, remote patient monitoring, emerging AI solutions, and other technologies and innovative approaches to care suited to enhancing healthcare in rural and small community settings. Through enhancements to the healthcare system, this strategy will have the additional benefit of increasing patient access to care and overall community health, thereby promoting increased workforce participation and productivity levels across the economy and boosting GDP.

Source: TEConomy Partners, LLC.

The strategies are designed to stand individually, but as shown in Figure ES-1, they also intersect with and reinforce each other to produce positive strategic outcomes. The strategies are deliberately advanced with a focused eye on generating multiple economic and community development impacts for Joplin and the MOKAN region.



Figure ES-1: Strategies and Associated Economic and Community Development Impacts



Source: TEConomy Partners, LLC.

Under each strategy area, specific actions rooted in the situational assessment and subsequent deliberations are proposed. These are outlined within Table ES-2, collectively presenting a series of 17 actions.

Table ES-2: Actions Recommended Under Each Strategy

Strategy 1 Education for Healthcare and Health Science Careers	**Strategy 2** Research, Innovation, and Business Development	**Strategy 3** Advanced Healthcare Delivery
Action 1.1: Expand higher education programs and enrollments to meet anticipated regional health system needs. Anticipate at least a 2x output of students with focus on nursing, allied health, and emerging digital health fields.	**Action 2.1: Build a presence in 3-4 selected areas of research:** • Digital Health Solutions • Population and Community Health • Medical Devices • Health EdTech	**Action 3.1: Primary and Community Care Delivery Network expansion and coordination.** Increase primary and family care networks in the community, including addressing physician gaps, patient navigation, and financial assistance.
Action 1.2: Extend and integrate regional articulation across K-12/CC/Univ systems. Build and expand the high school CAPS programs, creating clear articulation pipelines across strategic career pathways.	**Action 2.2: Seek to establish a signature longitudinal health study connected to regional health improvement and digital health.** Establish as a multistate regional study to engage with NW Arkansas interests in healthy community innovations.	**Action 3.2: Become an early adopter of telehealth and digital health solutions.** Expand use of telehealth, remote patient monitoring, and similar patient-facing digital technologies to significantly improve health service access. Enhance broadband and transportation access to serve the needs of remote and disadvantaged populations.
Action 1.3: Connect higher education degree programs to emerging signature research platforms and encourage student research engagement. Encourage both undergraduate and graduate student research engagement.	**Action 2.3: Establish a small support stipend program for innovative postdocs to advance promising technologies.** Innovative ideas can be imported by offering supported positions (perhaps joint between hospitals and universities) for those with interesting, vetted concepts in signature research areas.	**Action 3.3: Develop shared data architectures and resources to capture and analyze clinical and population health data. Leverage and integrate Telehealth, patient-facing digital health and EMR data to seed research and innovation.** Consider the launch of patient gene sequencing to build a shared resource for research and clinical care advancement.
Action 1.4: Explore collaborative program delivery across regional institutions to leverage faculty and scarce resources. Many new areas of education are multidisciplinary, engaging computer and data sciences, engineering, biosciences, and other disciplines. Skills may exist across institutions to build novel programs.	**Action 2.4: Establish pre-seed fund to help advance IP commercialization and maximize connection building to MO funders and existing support programs.** Seek to establish a moderate $1-2 million pre-seed fund able to provide up to $50,000 seed investments in promising concepts.	**Action 3.4: Implement caregiver support technologies and workforce management systems.** Adopt technologies to improve workforce efficiency, clinical decision making, workforce skills development, and labor productivity. This may include integration of AI-based solutions.
Action 1.5: Expand opportunities for internships and other employer-student connectivity building activities. Seek to maximize the retention of regionally educated students by building early career connections with local employers.	**Action 2.5: Assure availability of incubator space and accelerator/mentor services.** Assure budding entrepreneurs have access to space and support to advance early-stage commercial concepts.	**Action 3.5: Care Model Innovation.** Joint initiative to design, pilot, and implement changes to health roles and delivery models (new roles, flexible scheduling, remote workforce, shared employees/pool/agency). This may include integration of AI-based solutions.
Action 1.6: Form a series of certificate programs, or stackable credential programs, designed for continuing education in fast moving health tech fields. e.g., cybersecurity, telemedicine, EMR analytics, wearable systems, etc.		**Action 3.6: Healthy Community Coalition.** Joint coalition (delivery system, business, government) promoting and funding healthy community initiatives in schools, businesses, and the broader community.

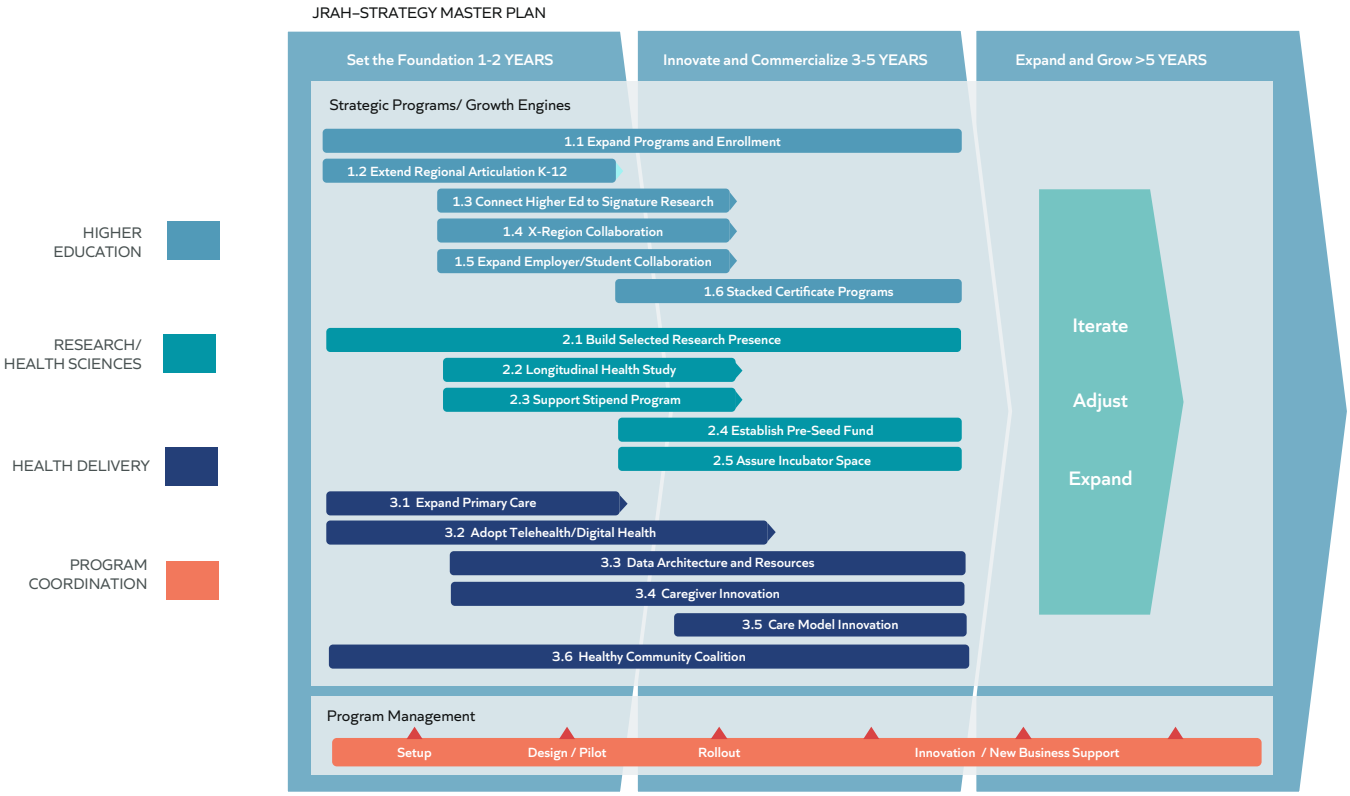
Each of these actions is profiled in detail within the strategic plan report, and specific examples of programs and initiatives around the United States are provided to illustrate types of positive impacts.

Organizing for Success

Many of the strategies and actions highlighted above require the ongoing operation of the Joplin Regional Alliance for Healthcare and Health Sciences (JRAH) as a leadership organization. This would entail developing a new charter based on the strategies and actions outlined above, sources of shared funding, a dedicated staff and leadership model, and the support of interdisciplinary task forces that will help to implement the plan. It is also recommended that the JRAH develop a program management team consisting of two or three staff who would manage the day-to-day work effort. This would include mobilizing and managing resources, executing the program of work, communicating progress to the JRAH and other stakeholders, estimating and sourcing required financial and technical resources, and ensuring on-time, on-budget delivery.

Figure ES-2 provides an initial timeline for the JRAH stakeholders' consideration as they finalize the implementation of the recommended strategies and actions.

Figure ES-2: Envisioned Timeline of Strategic Plan



Source: TEConomy Partners, LLC.

Ultimately, the success of this strategic plan will rest on the ability of the Joplin Region to implement its recommendations. It is anticipated that the JRAH will be able to act as the strong backbone organization required to support such ambition, with the senior stakeholders at the table able to make the long-term commitments needed to bring about the desired benefits for the community.

It is expected that the expansion of the healthcare and higher education sectors will bring numerous benefits to the Joplin region, encouraging stakeholders to commit to the long-term strategy. (Figure ES-3).

Figure ES-3: Shared Investments, Shared Benefits, and Positive Economic and Community Outcomes



Higher Education

Bring to:
- Resources/expertise
- Technology
- Funding
- Training

Take away:
- Higher enrollment
- Research platform
- Commercialization

Delivery System

Bring to:
- Resources/expertise
- Technology
- Training space/environment
- Funding

Take away:
- More patient volume
- Less chronic disease
- Research platform
- Commercialization

Local Businesses

Bring to:
- Workforce needs
- Awareness with employees

Take away:
- More productive workforce
- Commercialization

Community Members

Bring to:
- Attention, awareness, participation
- Commitment to healthy lifestyles

Take away:
- Better health
- Better economic opportunity
- More attractive community

Local Government

Bring to:
- Coordination
- Regulatory easement
- Built Infrastructure
- Funding/tax abatements

Take away:
- Diverse business environment
- Higher tax base/fiscal efficiency

Source: TEConomy Partners, LLC.

Conclusion

Joplin and the multicounty MOKAN region benefit from the presence of multiple signature assets in healthcare and higher education that present a robust platform for ongoing economic growth. Aligning healthcare workforce demands and regional higher education programming will provide a multifaceted series of benefits for the region, bringing students (and their dollars) into the community for education, increasing opportunities for students to gain stable employment in the region with good prospects for career advancement, and improving the quality of regional care while lowering costs. As the higher education and healthcare sectors advance collaborations, opportunities will also exist to build distinctive R&D programs designed to improve both systems and spark innovations that engender entrepreneurship and the growth of new and existing regional business enterprises. Because the availability of a skilled, high participation, and productive workforce underpins the ability of Joplin to continue to achieve economic growth, the strategy also advances a community-health-focused approach designed to significantly advance a healthier, more productive regional population while also engendering innovation.

I. Introduction

At the heart of 21st-century economic development is the notion that a region's traded industry sectors are an essential contributor to increasing gross domestic product (GDP) and enhancing the quality of life of its citizens. Traded sector industries refer to those sectors of a region's economy that focus on serving customers and markets beyond the residents and businesses in that community. By bringing new dollars into a regional economy, traded-sector industries exhibit a strong multiplier effect: new jobs are created as exporting firms buy from local suppliers and their workers make purchases from local businesses.

Located in Southwestern Missouri but serving as the "capital" of the multistate MOKAN Region, Joplin has multiple traded sector assets to help advance its economic future.[1] Among Joplin's distinctive strengths are two sizeable institutional businesses in healthcare and higher education, which both serve as traded sectors by bringing in revenues from outside the community and expanding the local economy with "imported" dollars.

On the healthcare side of the equation, Joplin is home to two major hospitals: Freeman Hospital West (part of the Freeman Health System) and Mercy Hospital Joplin (part of Mercy Health System). Overall, the healthcare and health sciences employment in the two-county Joplin Region was 6,858 jobs in 2021. This number extends to 8,918 jobs when surrounding counties are included in the analysis.[2] Healthcare-related employment in the two-county Joplin region is 36% more concentrated than the U.S. average, which is evidence of a specialized advantage for the region.[3] Beyond serving local residents, Joplin's healthcare service providers also attract patients from outside the region by offering select areas of excellence. Furthermore, the availability of quality local education and healthcare providers is one of the critical quality-of-life factors considered by site location consultants and businesses when locating new business investments.

Higher education also acts as a traded sector in the region, serving many students who come to Joplin from outside of the immediate community. Joplin's status as a hub for higher education is anchored by Missouri Southern State University (MSSU), a public university with a growing emphasis on health sciences education. This emphasis is evident in an updated mission and a forthcoming new building to promote modern health sciences education and innovation. Joplin is also the

1 Throughout this report, TEConomy uses the terms Joplin, Joplin Region, Greater Joplin, and MOKAN Region somewhat interchangeably. TEConomy's analysis focused on three tiers of geography: Joplin proper (the city), the Joplin Region (defined as the two-county MSA of Jasper and Newton Counties in Missouri), and the MOKAN Region (Barton, Jasper, Newton, and McDonald in Southwest Missouri, Cherokee and Crawford counties in Southeast Kansas, and Ottawa County in Northeast Oklahoma).

2 TEConomy analysis of Bureau of Labor Statistics, QCEW data from Lightcast (Datarun 2023.1).

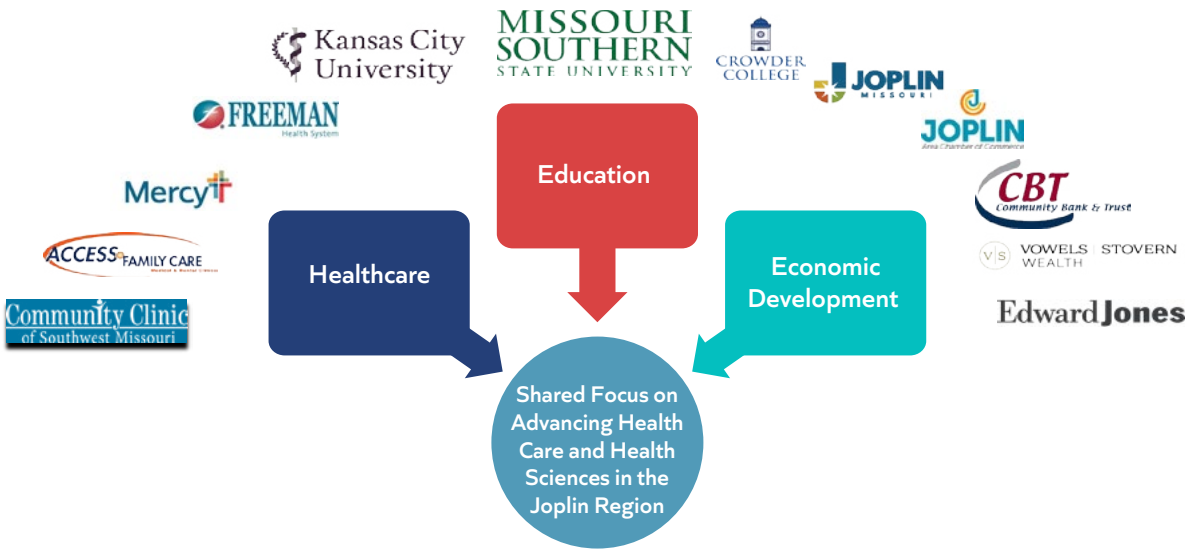
3 Ibid.

home to community college programs operated by Crowder College (at the Advanced Training and Technology Center), where programs are applied to pragmatic needs facing the healthcare sector.

At the intersection of healthcare and higher education, Joplin has also become an essential location for medical education, with Kansas City University–Joplin opening a medical school, part of the KCU College of Osteopathic Medicine, and a new KCU College of Dental Medicine. The relationship between KCU and Joplin's major hospitals is robust with the development of the Joplin campus (named the Farber-McIntire campus) supported by multiple community partners, including Mercy Hospital, Freeman Health System, the City of Joplin, and community philanthropic donations.

There is broad recognition across the Joplin region that the community's efforts to attract colleges of medicine and dentistry are just one piece of an ambition to drive further economic development through the healthcare and health sciences industry cluster and via higher education. Recognizing the opportunity, representatives of multiple major stakeholder organizations formed the Joplin Regional Alliance for Healthcare and Health Science (JRAH). Beginning in April 2023, this leadership group and TEConomy Partners, LLC (TEConomy) worked together to develop a strategic roadmap that guides the long-term growth of Joplin's healthcare and health science cluster and aims to maximize economic development opportunities at the intersection of "eds and meds."

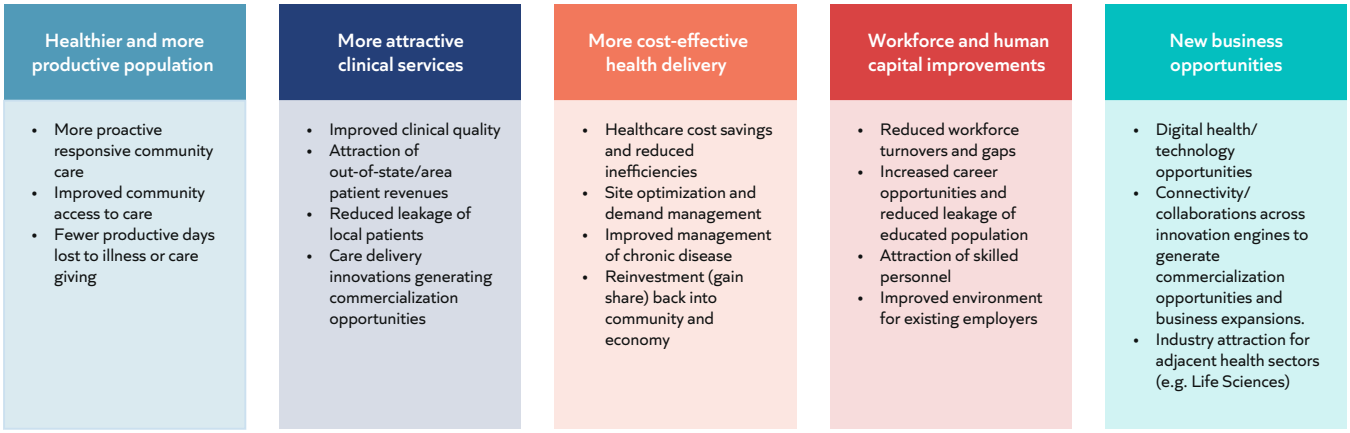
Figure 1: Representation of the Joplin Regional Alliance for Health Care and Health Science (JRAH)



Source: TEConomy Partners, LLC.

Ultimately, a wide array of potential economic development impacts are associated with a thriving healthcare and higher education ecosystem. As highlighted in Figure 2, these impacts generally align across five dimensions: new business opportunities, workforce and human capital, a healthier and more productive population, more attractive clinical services, and more cost-effective health delivery. While each of these is important on its own, the ability to cut across each of these dimensions makes a focus on eds and meds especially appealing.

Figure 2: Desired Impacts from Strategic Action Plan



Source: TEConomy Partners, LLC.

To achieve wide-ranging economic benefits from leveraging higher education and healthcare assets, the JRAH retained the services of specialized economic development consultants at TEConomy Partners to undertake an in-depth situational assessment leading to developing a strategic action plan. The situational assessment used quantitative analytics to assess the regional economy and relevant industry businesses and multiple qualitative interviews with key stakeholders representing business assets, regional businesses, local government, higher education, and healthcare provider organizations. Findings from the situational assessment have been presented in PowerPoint form to the JRAH during the project, with discussion regarding the strategic implications of the strengths, weaknesses, opportunities, and threats thereby identified. The resulting strategic plan, presented herein, does not provide a complete rehash of the situational assessment but rather provides a synopsis of key takeaways from the analysis that drive the subsequent development of recommended strategies and actions.

In the following section, the strategic assessment is briefly summarized—taking stock of the Joplin region's position and performance in healthcare and higher education and examining corresponding growth opportunities. Next, a strategic action plan is informed by this assessment, which seeks to guide the long-term growth of Joplin's healthcare and health science businesses and maximize economic development opportunities at the intersection of higher education and healthcare (eds and meds). The intent is that this strategic document will help to guide the coordination of resources and activities across the healthcare, higher education, and overarching economic development ecosystem in Joplin to help ensure that the city and surrounding region leverage and reinforce their strengths, address ecosystem gaps or weaknesses, offsets threats, and best advances opportunities to achieve economic growth.

II. Situational Analysis:

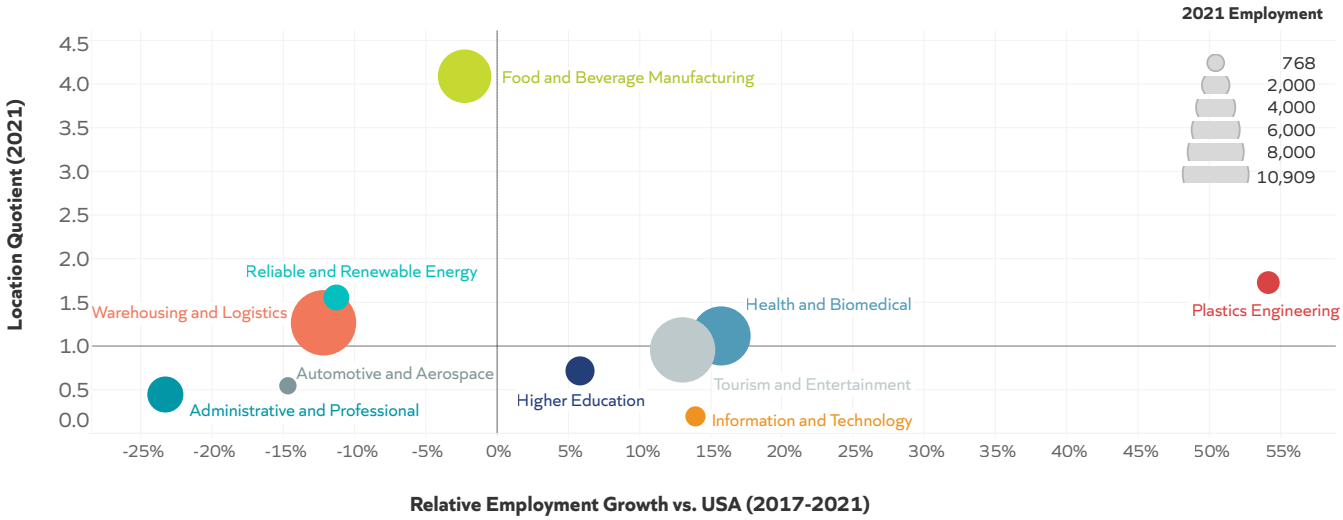
Seizing the Healthcare and Health Sciences Opportunity

As part of this project, TEConomy embarked on a detailed mixed-methods assessment of the Joplin regional economy. This approach included a robust quantitative analysis that leveraged public data sources, proprietary subscription-based data sources, and other data from JRAH institution members. In addition to in-person site visits to meet with community members, TEConomy also spoke to a wide range of individuals in small-group and one-on-one conversations as part of this project. The names of these individuals can be found in Appendix 1.

The sense of momentum across Joplin is palpable, from its new medical education facilities to the developments in its downtown core, like the Cornell Arts Center. While a tornado and its recovery may have defined the last decade of Joplin's story, there is an inspiring feeling of "newness" throughout Joplin, framed by community investments in new parks, schools, and libraries. Community leadership and locally empowered decision-making, in conjunction with the presence of the JRAH, suggest that the time is ripe for the region to move forward in a concerted way. Meanwhile, an engaged and supportive City Council, with a leadership group that seeks to understand economic development and the importance of the health sciences opportunity, is a further sign of encouraging progress.

Joplin's growing health and biomedical industry stands out as an established strength for the region and is driving overall economic growth. Joplin's two large hospitals are significant for a community of its size and contribute to the robust healthcare ecosystem in the MOKAN region. These hospitals reflect the region's considerable growth rate in the health and biomedical industries (21% from 2017-2021), outpacing the U.S. average of 5.2% by more than 15 percentage points during the same period.

Figure 3: Specialization (Location Quotient), Total Employment (2021), and Relative Employment Growth (2017-2021) in Key Industries Across the Joplin and MOKAN Regions



Source: TEConomy analysis of Bureau of Labor Statistics, QCEW data from Lightcast (Datarun 2023.1).

Note: Higher Education employment includes both private and public employees.

An additional asset for the Joplin Region is the presence of a complete continuity of educational options, and the higher education sector is emerging as a strength for the region (not yet specialized but growing significantly faster than the nation). Higher education sector employment increased by 1.3% in the Joplin region from 2017-2021, bucking national trends, whereas the U.S. average saw a 4.5% decline across this sector. Joplin is relatively unique in that, for a region of its size, it is home to relevant higher education through a broad range of certificates, associate's, bachelor's, graduate degrees, and DO degree programs. Beyond these options, the region is also home to novel partnerships across industries and institutions. In numerous interviews, stakeholders repeatedly mentioned the responsiveness of Crowder College to industry training needs and the promise of unique programs such as the KCU/MSSU Accelerated Partnership, Crowder-MSSU Partnerships, and the MOSO CAPS Program. However, the state regulates enrollment across specific degree programs in healthcare, which challenges future growth across programs, including at MSSU.

Despite growth and progress, there are three key barriers that the Joplin region must acknowledge to truly advance its healthcare, health sciences, and higher education sectors:

- **The Joplin Region faces a tight labor market, complicating economic development efforts.** Despite fast growth in health sciences industries, the regional economy saw modest declines from 2017 to 2021: While the U.S. declined by a moderate 0.1% from 2017-2021, the Joplin Region saw employment declines of 0.3%, and the broader MOKAN Region saw 1.1% employment declines. Meanwhile, the labor force in the region is very tight, with unemployment rates below 3% for the first half of 2023.[4] Despite a low cost of living, wages are also much lower than in major metros, posing comparable challenges for further growing this labor force. As a result of this challenge, Joplin must emphasize workforce development by improving the skills, training, and educational attainment of its existing population.
- **Talent attraction remains a core challenge for community leadership.** Despite a wide range of natural resource amenities and recreational opportunities, the Joplin region struggles to coordinate and communicate these valuable assets in a way that comparable regions have been able to do successfully. Talent attraction for healthcare occupations such as physicians is challenged by various items, including limited availability of higher-end retail, the perceived attractiveness of the region and its downtown, limited housing options, and opportunities for trailing spouses. Greater Joplin is also seeing increasing competition for students coming out of MSSU and KCU, which may threaten the retention of its existing students.
- **The growing presence of Northwest Arkansas is impossible to ignore.** The rapid population growth of the Northwest Arkansas region, just one hour to Joplin's south, will likely have a major impact on the area in the coming years. First, the Alice Walton Medical School in Northwest Arkansas is well-resourced and already beginning to approach/poach local talent. Given the regional growth in this direction and the new freeways connecting Northwest Arkansas with Joplin, identifying pathways to collaborate with the Northwest Arkansas Region instead of competing with them is an important opportunity for the region.

Although developing strategies to overcome these barriers is outside of the confines of this project, a recognition of their importance is critical to encouraging economic development in the health and life sciences. Strategic opportunities have emerged from the situational assessment specific to growing the eds and meds sectors. For the Greater Joplin Region to advance its healthcare and higher education sectors to the next level, it will be critical to understand each of these opportunities and the corresponding strategic actions. **The three strategic opportunities that emerge for the Joplin Region from this analysis include:**

- Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.
- Developing research and development, innovation, and business development opportunities based on pre-existing healthcare assets.
- Advancing healthcare delivery to meet the region's unique community health challenges.

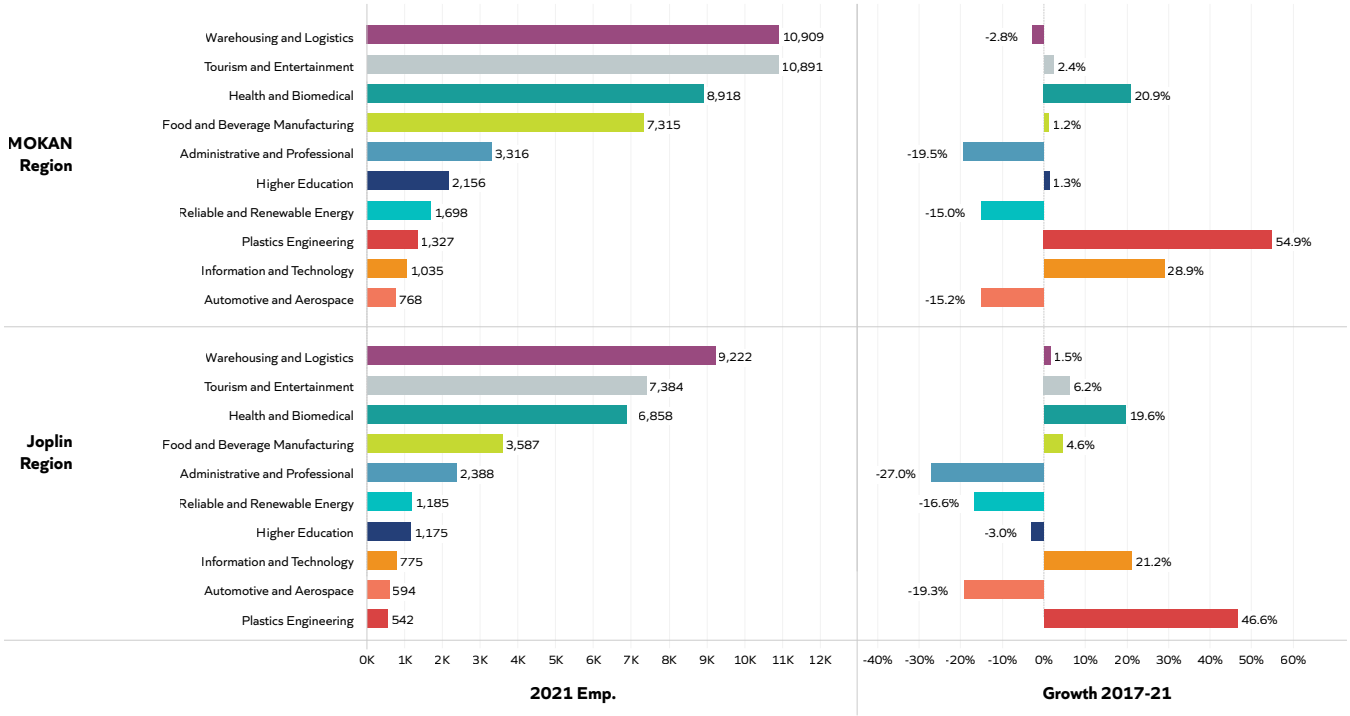
The following sections describe each of these opportunities in more detail.

4 https://www.bls.gov/eag/eag.mo_joplin_msa.htm

Opportunity 1: Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.

As one of the region's largest and fastest-growing industries, the Health and Biomedical Sector drives economic growth in both the Joplin and MOKAN Regions. An analysis of industry dynamics across these interrelated regions finds that health and biomedical is the third largest sector in terms of employment (trailing only warehousing and logistics and tourism and entertainment) and is also the third fastest growing (trailing only plastics engineering and information technology). However, the health and biomedical sector is distinct in that it is both large and fast-growing—logistics and tourism are growing at a slower pace than health and biomedical, and plastics and IT are growing faster but from a much smaller base.

Figure 4: Total Employment (2021) and Employment Growth (2017-2021) in Key Industries Across the Joplin and MOKAN Regions

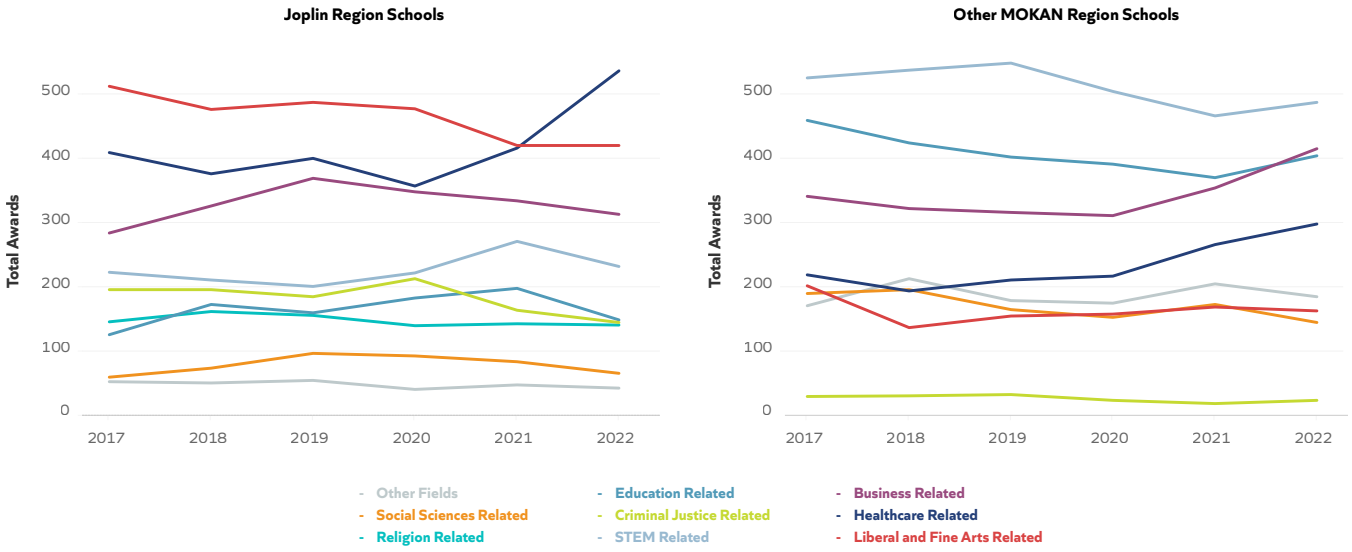


Source: TEConomy analysis of Bureau of Labor Statistics, QCEW data from Lightcast (Datarun 2023.1).

Note: Higher-Education employment includes both private and public employees.

Joplin is also emerging as a hub for education. From 2017 to 2022, the output of all degrees at the associate level and above grew by 13.8% in the Joplin Region, in large part due to growth in healthcare-related degrees. As seen in Figure 5, healthcare-related degrees are a primary driver of educational attainment in the region, and this growth is most pronounced in the years since 2020, coinciding with the development of Kansas City University's Joplin campus and emerging healthcare programs. There has also been some growth in healthcare-related degrees in the extended MOKAN region (including at schools such as Pittsburg State University), though this has been more moderate. As these results show, there is a clear logic behind the coming together of the healthcare and higher education sectors to form the JRAH and develop a shared economic development strategy.

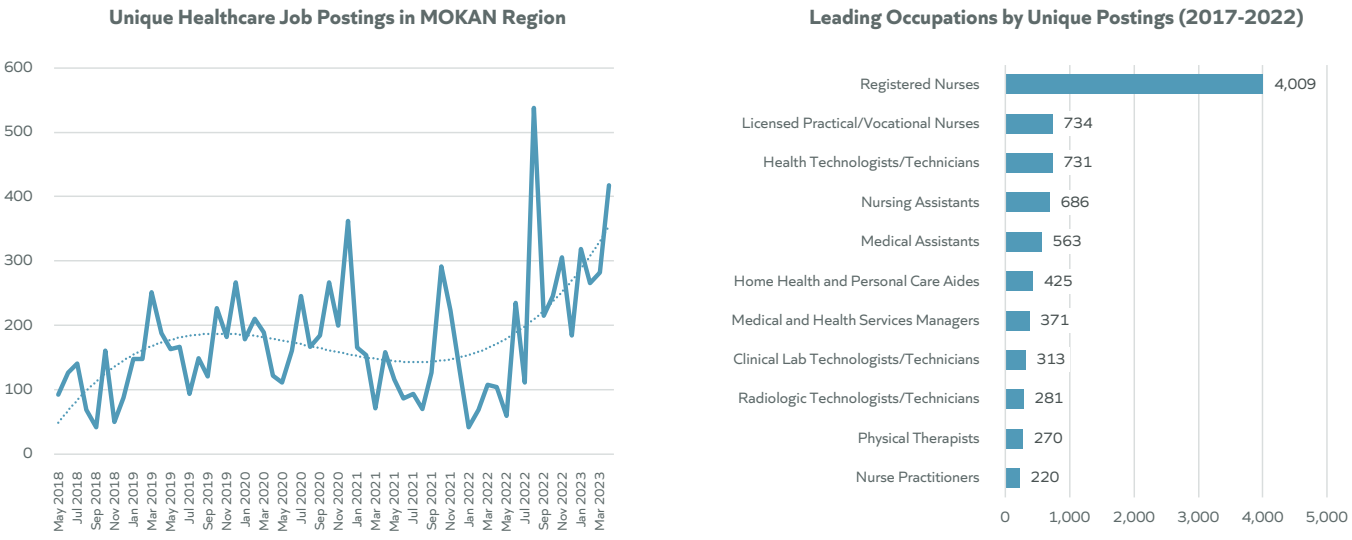
Figure 5: Total Degrees in Joplin and MOKAN Regions by Year (Associates Level and Above)



Source: TEConomy Analysis of NCES IPEDS Data.

Across interviews, a clear and persistent challenge facing the region is concern regarding the **availability of workers** across the spectrum, but especially in nursing. The growth in healthcare-related degrees noted in Figure 5 represents progress for the region, but TEConomy analysis suggests that the healthcare job postings in the MOKAN Region have also seen significant and sustained growth, especially in the past year (Figure 6). Of this growth, there were more than 4,000 postings for nursing from 2017-2022, which suggests an ongoing and persistent need for this critical position.

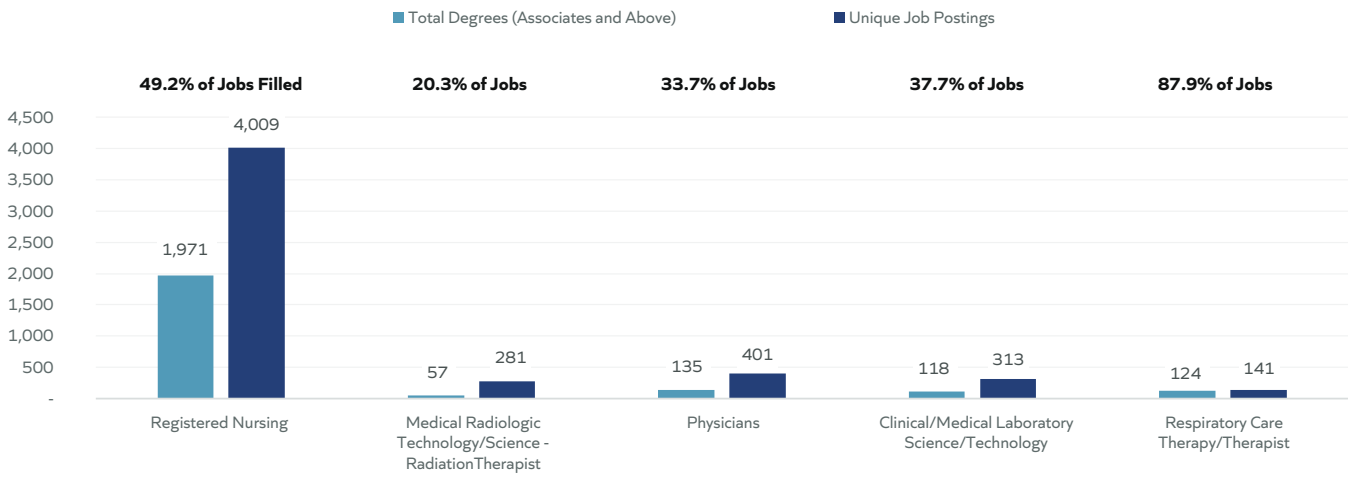
Figure 6: Unique Healthcare Job Postings in the MOKAN Region and Leading Occupations (2017-2022)



Source: TEConomy analysis of Lightcast Job Postings data (Datarun 2023.2).

An assessment of this growth in occupations alongside the increase in healthcare-related degrees finds a significant disconnect, which suggests difficulty filling these roles (Figure 7). For the 4,009 registered nursing postings in the region, there were 1,971 new registered nurses developed at regional institutions of higher education—less than half (49.2%) of the amount needed. A similar pattern is clear across other occupations, such as radiologic tech (just 57 new therapists created for 281 positions, 20% of jobs) and in clinical/medical lab techs (just 118 new technologists developed for 313 positions, 38% of jobs).

Figure 7: Total Degrees and Unique Job Postings for Key Roles (2017-2022) in the MOKAN Region



Source: TEConomy Analysis of Lightcast Job Postings (Datarun 2023.2) and NCES IPEDS Data.

The ability to attract and retain physician talent also stood out in interviews within the healthcare system. As seen in Figure 7, 135 new physicians developed from 2017-2022, but there was demand for more than 400 of these medical professionals across the region. Even if the Joplin region could retain 100% of all physicians developed at KCU Joplin, this would still only be 1/3 of the amount needed based on job postings.

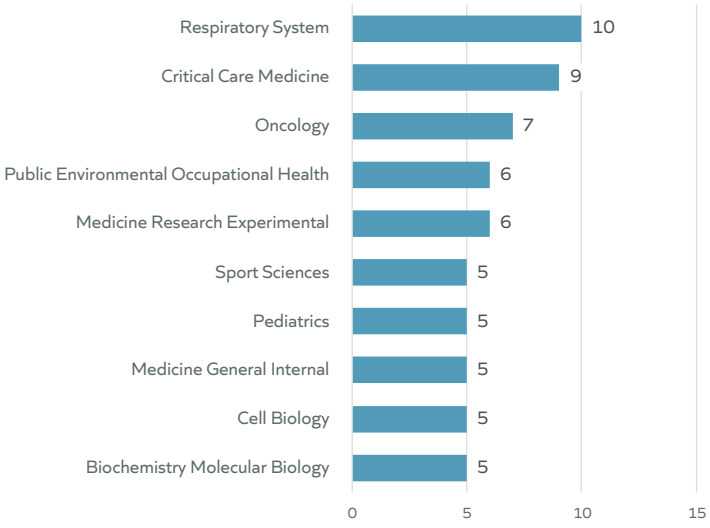
Overall, to help meet the needs of the region's large and fast-growing health and biomedical industry, it is apparent that more graduate output is needed from regional institutions of higher education.

Opportunity 2: Developing research and development, innovation, and business development opportunities based on pre-existing healthcare assets.

While several manufacturing firms are engaged in R&D within the region, there is limited evidence of technology-based start-up ventures coming out of academic research or innovations within the region's healthcare sector. In most towns and cities in the United States with a significant presence of universities, medical schools, and large health systems, there is evident activity around health science and biomedical innovation. This has not yet occurred in the Joplin region, but an emerging opportunity exists to spark development along this pathway.

Despite the growth in healthcare and biomedical employment, TEConomy's analysis of healthcare innovation finds limited output so far. Since January 2020, there has been evidence of clinical trials and publications activity occurring in the region. As shown in Figure 8, there are ten thematic topic areas across JRAH entities with more than five publication records. Of Joplin's 93 biomedical-related academic publications and presentations, leading topics include respiratory systems (10), critical care medicine (7), and oncology (7). KCU is affiliated with more than half of these total biomedical records. KCU is also seeking to expand its research and is considering establishing a public health-oriented research program.

Figure 8: Leading Topics Among JRAH Entity Publication Records (min. 5)



Source: TEConomy Analysis of Web of Science Data.

Clinical Trials are an area of emerging activity for the Joplin region. An analysis of clinical trials in the region finds the presence of 294 clinical trials active at some point since 2020.[5] Freeman Health is a site for 245, and Mercy Hospital Joplin is a site for 196, with numerous trials recruiting at both sites.

Despite clinical trial and publication activity, since January 2020, no patents have been granted to any of the core JRAH institutions, and there was no biomedical-related patent activity in Joplin during that time. Meanwhile, no NIH research

5 TEConomy Analysis of ClinicalTrials.gov data

awards have been granted to JRAH entities, and no R&D expenditures are recorded in national surveys.[6] That is not to say that innovation is not presently occurring in the region. While Joplin's Health and Biomedical Sector is driving economic growth, other advanced industries are also playing an essential role in boosting development prospects. In particular, plastics engineering, information technology, and food and beverage manufacturing stand out as areas of opportunity for the region.

Joplin is home to several health-related opportunities that may be leveraged to encourage economic development. First, there are distinct economic development prospects related to BioHealth business attraction in areas adjacent to pre-existing strengths:

- Joplin's strength in food and beverage manufacturing and processing suggests opportunities to attract functional food companies—those focusing on the intersection between food, health, and wellness.
- Located at the intersection of I-44 and I-49, Joplin is an important logistics and distribution location. The region's strong geographic positioning and strength in transportation/distribution could help lure biomedical logistics operations.
- Across the region's advanced manufacturing sectors, there are also opportunities related to healthcare, especially in the region's plastics engineering sector—fastest-growing from 2017-2021. For example, Pitt Plastics products used in healthcare include gloves, isolation liners, and water-soluble bags. Other examples of advanced manufacturing companies with a presence in the region developing new products for healthcare markets include:
    - In Joplin, leading companies like Eagle Picher see their batteries used in wheelchairs, scooters, pumps, ventilators, beds, and x-ray applications.
    - In Webb City, Detecto is among the nation's largest manufacturers of medical scales and weighing products.
    - In Carthage, Leggett and Platt is developing innovative medical chairs, while a main subsidiary is innovating in foam production, with applications that include medical masks, wound therapies, orthotics, and toppers for hospital mattresses.

It may be that product development synergies may be encouraged by connecting the work of JRAH organizations to these health product manufacturing companies and their innovation pipelines. By serving as product development partners, early adopters, and demonstration sites, healthcare and higher education systems can help advance regional innovative products towards faster commercialization and market success.

Importantly and related to this, there are also opportunities for Joplin to grow from within by fostering entrepreneurship in eds and meds. The region has had some success with health-related startups developing in the Joseph Newman Innovation Center, and there are opportunities to expand this pipeline of companies. Similarly, as the region seeks to grow a future-ready workforce, developing entrepreneurs in educational technologies may offer an economic development benefit. The region's growing information technology sector, in conjunction with a growing focus on community health and wellness, may attract companies wishing to use Joplin's population for testing and piloting digital health technologies.

6 TEConomy Analysis of NSF HERD Survey and NIH RePORT Database

Opportunity 3: Advancing healthcare delivery to meet the region's unique community health challenges.

Both Joplin and the Greater MOKAN Region are geographically diverse, with mostly rural counties based around the urban center of Joplin. From a community health perspective, this diversity presents both benefits and challenges.

The region benefits from two well-established health delivery systems (Freeman and Mercy), which treat over 25,000 inpatients and over a quarter of a million outpatients annually through their networks of over 25 hospitals and ambulatory facilities. Both systems have a long and successful track record in the region, providing a comprehensive suite of primary, acute, and tertiary services. They have also both been recognized for quality of care and patient service from national ratings agencies during the past five years.[7]

Primary care, specifically, is provided by these two systems along with other providers, including Access Family Care and the Community Health Clinic of Southwest Missouri. Students in the region's nursing, medical, and dental schools also provide care through a variety of hands-on learning programs. Finally, rounding out community health services, public health departments at a county level support basic programs like vaccinations, preventive services, and public health information.

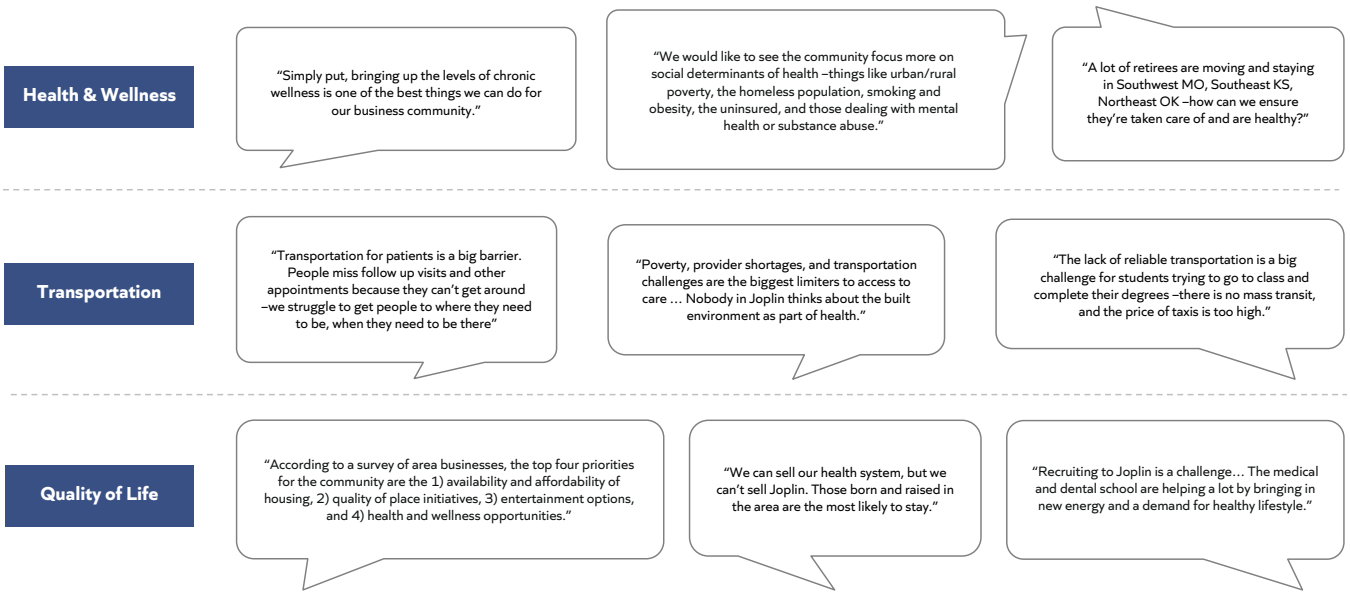
Community Health Challenges

Even with this strong foundation, the region lacks community access to health services compared to state and national averages. This is due to several factors, including population density, overall poverty levels, and a lack of community-based primary care services.

Physical access to care is complicated by the largely rural nature of the region. With most healthcare facilities located in urban centers, patients living in more rural counties must travel long distances for care. This issue is further exacerbated by the region's lack of public transport options, an issue frequently highlighted in community needs assessment surveys. Conversations with stakeholders frequently referenced the importance of health, wellness, transportation, and other community issues facing the Joplin region (Figure 9).

7 https://www.hospitalsafetygrade.org/h/mercy-hospital-joplin, https://www.freemanhealth.com/freeman-health-system-accomplishments-and-awards

Figure 9: Sampling of Representative Quotes with Community Stakeholders



Source: TEConomy Analysis of Stakeholder Interviews (Quotes are Approximate); MOKAN Survey Results

Poverty levels in the region are also high. In Jasper and Newton counties alone, poverty levels and low-income levels are well above state and national averages, with 18% of the population in Jasper living in poverty and 39% living at low income.[8] These figures are worse for in-need populations such as people over 65 or children under the age of 5. For example, McDonald County has a child poverty rate of 26% compared to the U.S. average of 17%.[9]

This level of income challenges directly correlates to higher rates of uninsurance (See Table 1). Jasper and Newton counties have a 16% uninsured rate, 33% higher than the Missouri average and 60% higher than the U.S. average. People without insurance at low incomes often go without necessary preventative and therapeutic care. Diseases left untreated in their early stages regularly develop into chronic, more costly ailments, leaving those without insurance to seek pro bono care within the system or forgo care altogether.

Community Health Challenges are Impacting Economic Development

Community health issues directly impact economic development in multiple ways, most notably in terms of workforce participation and workforce productivity. Simply put, a healthy community will see more people willing and able to work, lower absenteeism, and higher productivity on the job. With the Joplin region presently experiencing very low levels of population growth and low unemployment, the economy is highly constrained in its ability to expand GDP through the typical pathway of expanding employment. Building a healthier community, with improved healthcare access and outcomes, is a means to build a more resilient base of labor in the community to meet the expansion needs of existing employers and attract new employers to the region. It is fundamental to the economic development prospects for Joplin and the surrounding region.

8 As defined as 2x the poverty level income
9 https://www.countyhealthrankings.org/explore-health-rankings/county-health-rankings-model/health-factors/social-economic-factors/income/children-in-poverty?year=2023&county=29119

A Lack of Primary/Family Care

The supply of caregivers in the community providing front-line primary services is also low. Primary care coverage, as defined by the ratio of primary care physicians to the population, for Jasper and Newton Counties, the region's most populated, is 26% lower than the U.S. average. This average is worse in more rural counties with lower population density (Lawrence 46%, MacDonald 582%).[10] In fact, all the Missouri counties in the southwest region are classified as Medically Underserved Areas (MUA) for the Primary Care discipline by the Health Resources and Services Administration (HRSA).[11]

Table 1: Highlighted Measures of Health Access in Two-County Joplin MSA

Category	Topic	Jasper	Newton	Missouri	U.S.A
High Rates of Uninsurance	Uninsured	16%	16%	12%	10%
	Uninsured Adults	20%	19%	14%	12%
	Uninsured Children	8%	9%	7%	5%
Provider Shortages	Primary Care Physicians	1,650:1	1,650:1	1,410:1	1,310:1
	Dentists	1,540:1	4,240:1	1,620:1	1,380:1
	Mental Health Providers	410:1	2,700:1	430:1	340:1
Limited Preventative Care	Preventable Hospital Stays	3,428	3,505	3,052	2,809
	Mammography Screening	44%	37%	40%	37%
	Flu Vaccinations	52%	45%	49%	51%

Source: TEConomy analysis of ACCESS Needs Assessment (2023) and University of Wisconsin Population Health Institute's County Health Rankings & Roadmaps 2023.

Although staffing shortages in primary care appear to be most acute, the broader hospital system also experiences a lack of essential clinical personnel. Human resources leaders from both hospital systems reported nursing staffing operating at roughly 90% of budgeted levels and shortages of key medical and allied positions. Although this was a common concern across the country during the COVID pandemic, these shortages remain persistent and have proven difficult to resolve post-pandemic.

10 https://www.countyhealthrankings.org/
11 https://data.hrsa.gov/tools/shortage-area/mua-find

Poor Population Health Outcomes

The lack of coverage and service access is, in turn, reflected more broadly in poor health outcomes across southwest Missouri. As shown in Table 2, the Southwest region trails the Missouri average across multiple indicators such as health access, health risk behaviors, and use of preventative services.

Table 2: Health, Risk Factors, and Preventative Practices in Southwest Region

Topic	Measure	Southwest Region	Missouri	Percentage Point Difference
Healthcare Access	Poor general health	21.5%	19.7%	1.8%
	Last had routine physical checkup >2 years	20.0%	16.3%	3.7%
	Did not get medical care due to cost	56.4%	52.7%	3.7%
	Needed to see a dentist in past 12 months but could not due to cost	23.0%	19.0%	4.0%
Risk Behaviors	Currently use smokeless tobacco	6.7%	5.0%	1.7%
	Current electronic cigarette use	6.2%	5.3%	0.9%
	Currently smoke cigarettes	22.6%	21.9%	0.7%
Previous Diagnoses	Ever told had arthritis	30.2%	28.3%	1.9%
	Ever told had COPD, emphysema, or chronic bronchitis	10.3%	8.5%	1.8%
	Ever told had a depressive disorder	25.4%	23.0%	2.4%
	Ever told had coronary heart disease	5.3%	4.6%	0.7%
	Ever told had heart attack	6.6%	5.1%	1.5%
	Ever told had stroke	5.1%	4.5%	0.6%
Preventative Care	Obese (>30 BMI)	32.8%	31.2%	1.6%
	No mammogram within past 2 years for women age 50-74	33.3%	26.3%	7.0%
	No pap exam in last 3 years among women age 18 and older	33.9%	27.0%	6.9%
	Never had a sigmoidoscopy or colonoscopy among men and women age 50+	34.6%	30.5%	4.1%

Source: TEConomy Analysis of ACCESS Needs Assessment (2023).

Taken in total, these shortcomings bear some responsibility for the lack of overall healthiness of the population. Recent community health needs assessments conducted by Access Health and the Ozark Health Commission highlight higher levels of disease in the community.[12] Mental health, lung disease, cardiac health, and substance abuse are all cited as major concerns, exceeding both state and national averages.

12 Access Health CHNA, Joplin CHNA

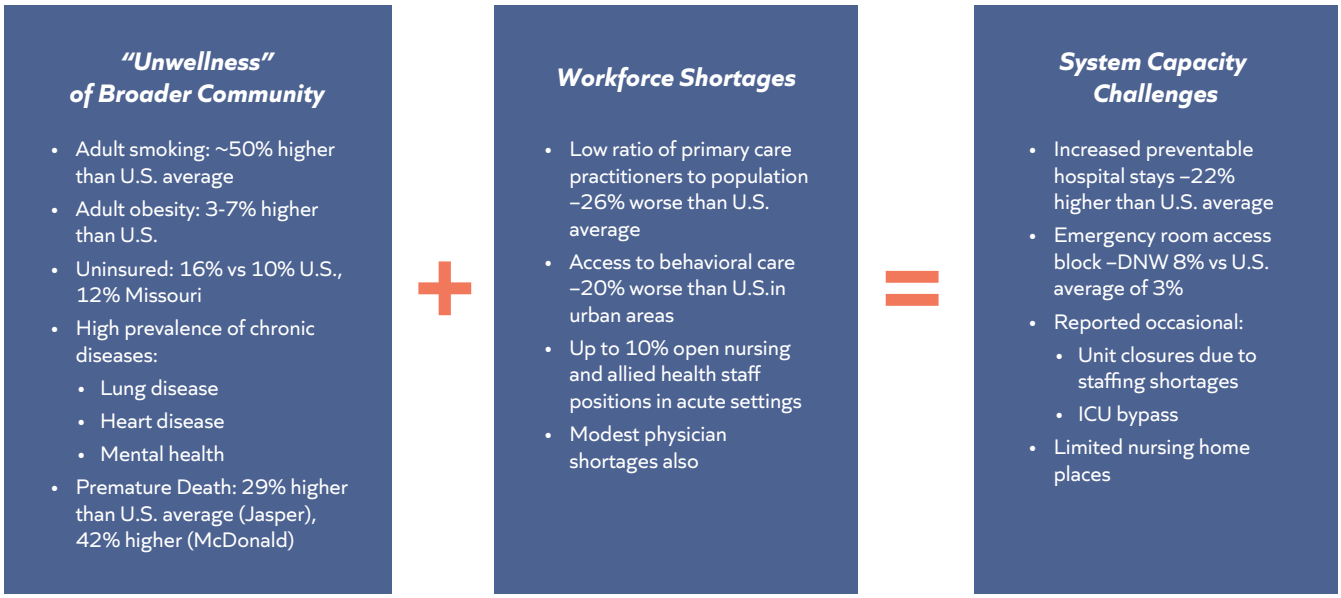
These challenges are further reinforced through feedback from the community. The ACCESS stakeholder outreach asks, "What are the most significant health care needs in the community?" and the most common responses were:

- Mental health care—including medication management, increased availability of psychiatrists and psychologists, and case management services—was the most reported concern of respondents.
- Affordable and accessible dental care for all ages, especially for the uninsured and those with Medicaid.
- Behavioral health/substance use disorder services.
- Healthcare literacy and patient education re: the importance of routine wellness visits, preventive care, health screenings, and managing chronic conditions.

System Capacity Challenges

The combination of a generally "unhealthy" community and the challenges of health service access in the community has resulted in increased demand and greater stress on downstream delivery facilities. The number of preventable hospital stays, as measured by ambulatory sensitive conditions (ASC), is 22% higher than the U.S. average.[13] These are often chronically ill patients who end up in the hospital through a lack of community-based services and education. Increasingly, healthcare payers, both public and private, are penalizing delivery systems through reduced reimbursement for high levels of ASC patients.[14]

Figure 10: Community Health and Workforce Shortages Pose Challenges to System Capacity



Source: TEConomy analysis of University of Wisconsin Population Health Institute's County Health Rankings & Roadmaps 2023.

13 https://www.countyhealthrankings.org/
14 https://www.healthaffairs.org/content/forefront/growth-value-based-care-and-accountable-care-organizations-2022

Importantly, a higher prevalence of illness and workforce limitations put additional capacity stresses on the delivery system. High bed utilization also negatively impacts the ability to treat and admit emergency patients leading to long wait times in the emergency department. One hospital in the region registered an 8% "Did Not Wait" (DNW) among patients in their emergency room, almost 3x higher than the national average. Both hospital systems also reported unit closures due to nursing shortages and ICU's having to go on occasional bypass during periods of heavy patient volume.

Conclusions

As the above situational assessment indicates, the Joplin region is confronted with three strategic opportunities to grow its healthcare and health sciences industry. The first opportunity is to align educational institutions and their offerings with the types of in-demand jobs available in the region's healthcare and health sciences workforce. Second, there is an opportunity for Greater Joplin to develop research and development, innovation, and business development opportunities based on pre-existing and evolving healthcare assets. Lastly, there are opportunities to advance healthcare delivery to meet the region's unique community health challenges. Each of these needs or opportunities connects to economic development—impacting the overall attractiveness and functionality of the business and institutional ecosystem in the region and the economy that depends on it.

Technology will clearly play a critical role in future success. As an important part of the strategic planning process, TEConomy has prepared a summary of major technology disruptors facing the industry (see Appendix 2). Recent advances in information, communication, and clinical technologies are transforming education, health sciences, and healthcare like no other time in human history. The ability to leverage artificial intelligence, advanced analytics, robotics, the Internet of Things (IOT), advanced networking and computing power will be key success factors moving forward.

Based on the situational assessment, a series of interconnected strategies and actions are outlined in the rest of this report that provide a strategic vision for the Greater Joplin region to achieve its ambitions related to growing its healthcare and associated higher education sectors.



III. Strategic Vision

The situational assessment and key findings outlined in the previous chapter form the foundation for developing an integrated strategy—a strategy designed to realize opportunities and leverage evident regional strengths while at the same time addressing challenges and gaps in the economic development ecosystem.

The multiple findings of the research phase of this project lead to three core strategic focus areas for the Joplin region:

- Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.
- Developing research and development, innovation, and business development opportunities based on pre-existing healthcare assets.
- Advancing healthcare delivery to meet the region's unique community health challenges.

Table 3: Three Strategic Foci

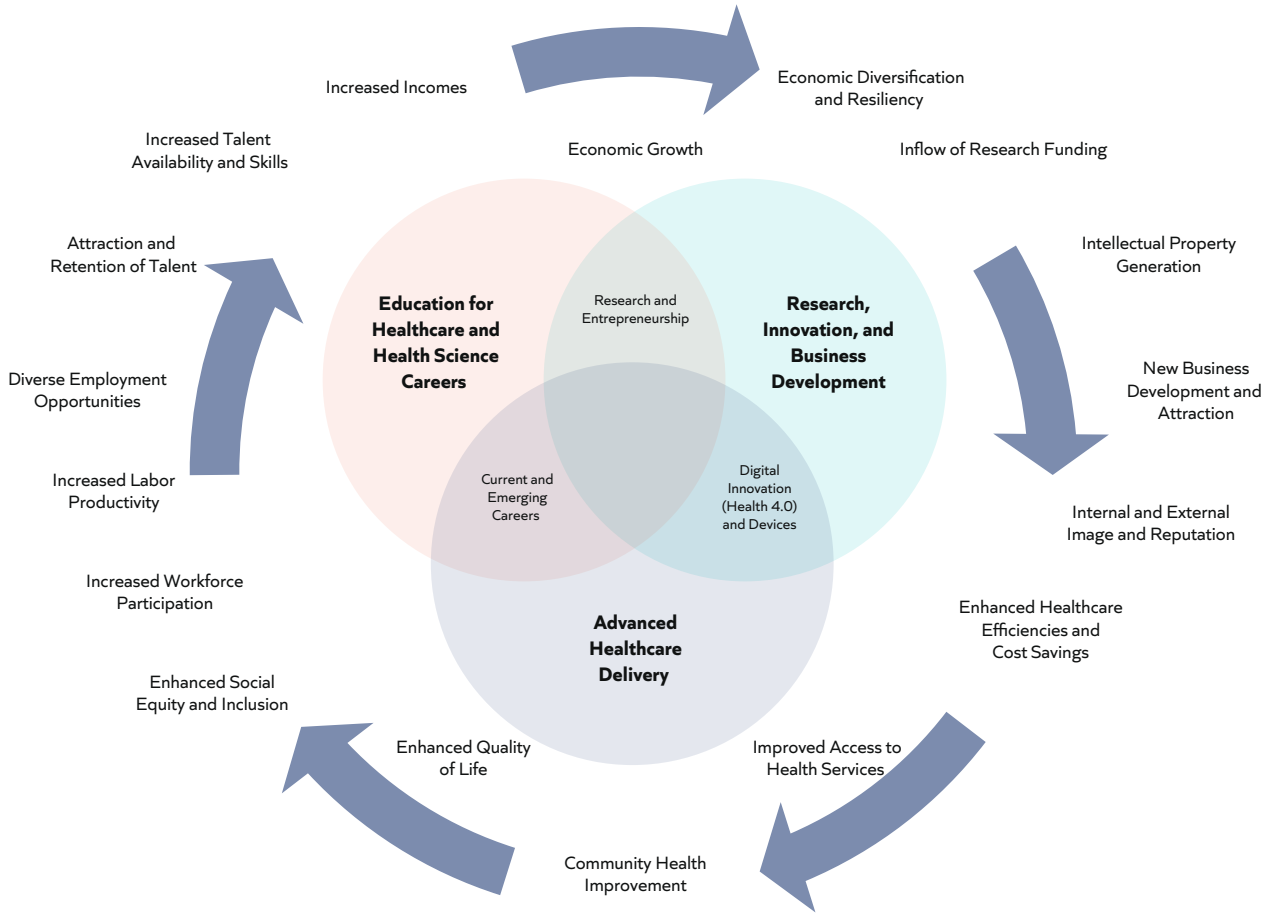
Strategy Focus	Description
1. Education for Healthcare and Health Science Careers	**Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.** There is a strategic need and opportunity to better align the signature higher education assets of the region with the sustained demands of the regional healthcare system for skilled workers. This presents opportunities to enhance economic development along multiple pathways, including growing the existing higher education businesses as an economic driver, reducing personnel acquisition and retention costs across the healthcare system, improving the quality of healthcare services and their productivity, and helping to assure the region educates the necessary personnel to advance digital healthcare and other fast moving opportunity spaces.
2. Research, Innovation and Business Development	**Developing research and development, innovation, and business development opportunities based on pre-existing and evolving healthcare and higher education assets.** Joplin may leverage its distinctive higher education (especially KCU and MSSU), healthcare, and business assets to build a presence in selected R&D and business innovation opportunities. Emerging technologies in healthcare present multiple pathways for new business development and business expansion, especially, but not limited to, the rapidly developing digital health space. As expertise in research spaces builds, this may also become an attractor for existing businesses to consider a Joplin region location.

Strategy Focus	Description
3. Advanced Healthcare Delivery	**Advancing healthcare delivery to meet the region's unique community health challenges and increase workforce availability and productivity.** The healthcare delivery system within the region may become a leader in the development of an advanced healthcare delivery model that integrates technology, innovation, and new workforce skills to build an expanding position in digital health (Healthcare 4.0). This strategy leverages emerging technologies to significantly improve regional healthcare access and outcomes via the use of telemedicine, medical IoT, remote patient monitoring, emerging AI solutions, and other technologies and innovative approaches to care suited to enhancing healthcare in rural and small community settings. Through enhancements to the healthcare system, this strategy will have the additional benefit of increasing patient access to care and overall community health, thereby promoting increased workforce participation and productivity levels across the economy (thereby boosting GDP).

Source: TEConomy Partners, LLC

Evident in Figure 11 is the integrated and overlapping connectivity of key finding areas from the situational assessment to the recommended individual strategies. As will be discussed herein, the strategies stand alone, but they also intersect with and reinforce each other to produce positive strategic outcomes, with a focused eye on achieving economic development for the Joplin region. Figure 11 expands upon the three strategies to show the extensive range of economic development benefits likely to be associated with the implementation of these strategies.

Figure 11: Strategies and Associated Economic and Community Development Impacts



Source: TEConomy Partners, LLC.

As illustrated using a Venn diagram, the multifaceted economic and community benefits associated with the proposed macro-strategy derive from the individual strategies and the natural intersections between them. The strategies are designed to be mutually reinforcing.

Under each strategy area, a series of specific actions are recommended that are rooted in the situational assessment and subsequent discussions. These are outlined within Table 4, collectively presenting a series of 17 total actions.

Table 4: Actions Recommended Under Each Strategy

Strategy 1 Education for Healthcare and Health Science Careers	**Strategy 2** Research, Innovation, and Business Development	**Strategy 3** Advanced Healthcare Delivery
Action 1.1: Expand higher education programs and enrollments to meet anticipated regional health system needs. Anticipate at least a 2x output of students with focus on nursing, allied health, and emerging digital health fields.	**Action 2.1: Build a presence in 3-4 selected areas of research:** • Digital Health Solutions • Population and Community Health • Medical Devices • Health EdTech	**Action 3.1: Primary and Community Care Delivery Network expansion and coordination.** Increase primary and family care networks in the community, including addressing physician gaps, patient navigation, and financial assistance.
Action 1.2: Extend and integrate regional articulation across K-12/CC/Univ systems. Build and expand the high school CAPS programs, creating clear articulation pipelines across strategic career pathways.	**Action 2.2: Seek to establish a signature longitudinal health study connected to regional health improvement and digital health.** Establish as a multistate regional study to engage with NW Arkansas interests in healthy community innovations.	**Action 3.2: Become an early adopter of telehealth and digital health solutions.** Expand use of telehealth, remote patient monitoring, and similar patient-facing digital technologies to significantly improve health service access. Enhance broadband and transportation access to serve the needs of remote and disadvantaged populations.
Action 1.3: Connect higher education degree programs to emerging signature research platforms and encourage student research engagement. Encourage both undergraduate and graduate student research engagement.	**Action 2.3: Establish a small support stipend program for innovative postdocs to advance promising technologies.** Innovative ideas can be imported by offering supported positions (perhaps joint between hospitals and universities) for those with interesting, vetted concepts in signature research areas.	**Action 3.3: Develop shared data architectures and resources to capture and analyze clinical and population health data. Leverage and integrate Telehealth, patient-facing digital health and EMR data to seed research and innovation.** Consider the launch of patient gene sequencing to build a shared resource for research and clinical care advancement.
Action 1.4: Explore collaborative program delivery across regional institutions to leverage faculty and scarce resources. Many new areas of education are multidisciplinary, engaging computer and data sciences, engineering, biosciences, and other disciplines. Skills may exist across institutions to build novel programs.	**Action 2.4: Establish pre-seed fund to help advance IP commercialization and maximize connection building to MO funders and existing support programs.** Seek to establish a moderate $1-2 million pre-seed fund able to provide up to $50,000 seed investments in promising concepts.	**Action 3.4: Implement caregiver support technologies and workforce management systems.** Adopt technologies to improve workforce efficiency, clinical decision making, workforce skills development, and labor productivity. This may include integration of AI-based solutions.
Action 1.5: Expand opportunities for internships and other employer-student connectivity building activities. Seek to maximize the retention of regionally educated students by building early career connections with local employers.	**Action 2.5: Assure availability of incubator space and accelerator/mentor services.** Assure budding entrepreneurs have access to space and support to advance early-stage commercial concepts.	**Action 3.5: Care Model Innovation.** Joint initiative to design, pilot, and implement changes to health roles and delivery models (new roles, flexible scheduling, remote workforce, shared employees/pool/agency). This may include integration of AI-based solutions.
Action 1.6: Form a series of certificate programs, or stackable credential programs, designed for continuing education in fast moving health tech fields. e.g., cybersecurity, telemedicine, EMR analytics, wearable systems, etc.		**Action 3.6: Healthy Community Coalition.** Joint coalition (delivery system, business, government) promoting and funding healthy community initiatives in schools, businesses, and the broader community.

Source: TEConomy Partners, LLC.

Each of the three strategies and their associated actions are detailed in individual chapters that follow.

IV. Strategy 1:

Education for Healthcare and Health Science Careers

Aligning educational institutions and their offerings with the types of jobs available in the region's healthcare and health sciences workforce.

Rationale:

There is a strategic need and opportunity to better align the signature higher education assets of the region with the sustained demands of the regional healthcare system for skilled workers. This presents opportunities to enhance economic development along multiple pathways, including growing the existing higher education sector as an economic driver, reducing personnel acquisition and retention costs across the healthcare system, improving the quality of healthcare services and their productivity, and helping to ensure the region educates the necessary personnel to advance digital healthcare and other fast-developing opportunity spaces.

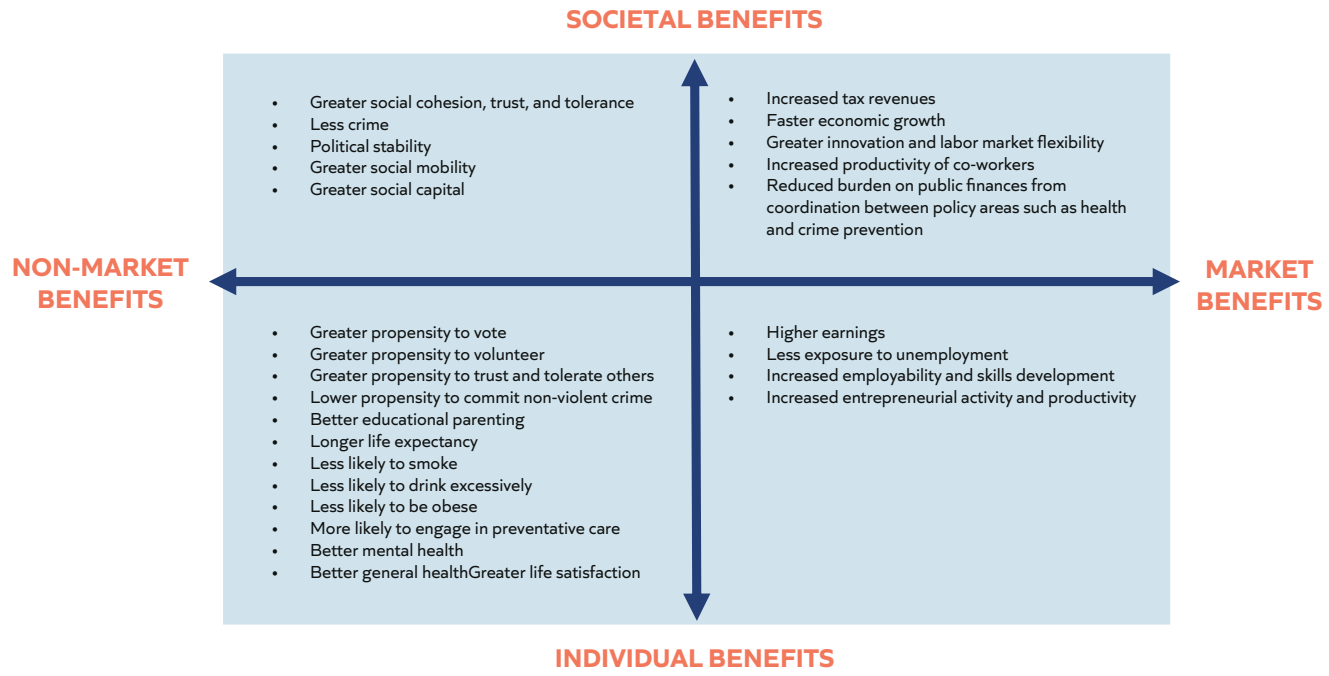
Potential Impacts:

Benefits for the economy may be derived from the following:

- Attraction of student funds from outside the immediate region. Students who are not from the immediate region generate income that leads to higher education being a "traded" industry, expanding regional GDP. Also, retaining regional students in Joplin regional higher education institutions prevents the leakage of education spending that would occur were they to attend colleges or universities outside of the region.
- Having a reliable, local supply of educated human capital able to meet the healthcare sector's diverse workforce needs helps build early connections between students and potential employers (via internships, residencies, job shadowing, etc.) This enhanced connectivity helps healthcare employers reduce recruitment costs and likely results in improved staff retention as the student has previously engaged with the employer and knows what to expect in the work environment.
- Participation in higher education typically exposes students to research and can be a pathway for potential innovation activity.
- Continuing education programs and opportunities for healthcare workers to continue their education to higher levels (for example, a licensed practical nurse continuing their education to achieve an ASN or BSN) increase the skill base of the workforce and provide pathways to higher earnings and associated economic impacts.
- Access to higher education provides individuals with education and skills that will enhance their productivity in the workplace.

Higher education is associated with a multifaceted suite of public and private economic and societal returns. Expanding the higher education sector in Joplin and capturing a significant volume of graduating students for employment within the region will provide wide-ranging positive impacts. A useful overview of these benefits is provided in a paper by the Department for Business Innovation and Skills (BIS) in the UK, which examined the private/social and market/non-market returns of higher education.[15] The BIS authors note that "The report covers only benefits from higher education participation, so that benefits arising from research exploitation, spin-off companies, export earnings through international student fees and spending, and other aspects of higher education are not included." The report provides a useful "two-way taxonomy of benefits, with individual/society as one dimension and market/non-market (or wider) benefits as the other"[16] which is shown in Figure 12.

Figure 12: Categorization of Positive Impact Benefits Associated with Higher Education



Source: UK Department of BU.S.iness Innovation and Skills.

Because the benefits of higher education are so strong, and because health sciences education ties into support of Joplin's large healthcare sector, investing in further education in the region focused on meeting the needs of the healthcare sector represents a high priority strategic imperative.

15 Department for Business Innovation and Skills. 2013. "The Benefits of Higher Education Participation for Individuals and Society: Key Findings and Reports." October 2013, BIS Research Paper No. 146.

16 Ibid

Strategic Actions:

Six actions are recommended for implementation under Strategy 1:

- **Action 1.1**—Expand higher education programs and enrollments to meet anticipated regional health system needs.
- **Action 1.2**—Extend and integrate regional articulation across K-12/community college/university systems. Build and expand the high school CAPS programs, creating clear articulation pipelines across strategic career pathways.
- **Action 1.3**—Connect higher education degree programs to emerging signature research platforms and encourage student research engagement. Encourage both undergraduate and graduate student research engagement.
- **Action 1.4**—Explore collaborative program delivery across regional institutions to leverage faculty and scarce resources. Many new areas of education are multidisciplinary, engaging computer and data sciences, engineering, biosciences, and other disciplines. Skills may exist across institutions to build novel programs.
- **Action 1.5**—Expand opportunities for internships and other employer-student connectivity-building activities. Seek to maximize the retention of regionally educated students by building early career connections with local employers.
- **Action 1.6**—Form a series of certificate programs, or stackable credential programs, designed for continuing education in fast-moving health tech fields. (e.g., cybersecurity, telemedicine, EMR analytics, wearable systems, etc.)

Details for each of these recommended actions follow:

Action 1.1—Expand higher education programs and enrollments to meet anticipated regional health system needs.

Expand programs to meet key health workforce gaps and broaden workforce supply chain. Anticipate at least a 2x output of students with focus on nursing, allied health, and emerging digital health fields.

Workforce issues, particularly those related to training, recruitment, and retention of staff, emerged as a top concern in the analysis. Even post-pandemic, the recruitment of nurses and other clinical staff and allied health professionals has been challenging for Joplin area hospitals and health care practices. Local delivery system management has responded by offering higher wages, bonuses, and employment of migrant staff (e.g., traveling nurses, which command significantly higher compensation rates), increasing the cost of operating the healthcare system. Despite these efforts, staff levels for critical health system personnel remain lower than targets.

Shortages are being experienced across a broad range of healthcare positions, including, but not limited to: nurses (LPN, RN), nurse assistants, surgical technicians, respiratory therapists, medical laboratory technicians, radiology and imaging (CT) technicians, sterile processing technicians, pharmacy technicians, and housekeeping personnel. The scope of the challenge is illustrated by Figure 7 in the situational analysis, which provides data for 2017 through 2022 for the supply and demand of selected clinical positions in the MOKAN region. Across this six-year period, for example, there was a shortfall in production of 2,038 registered nurses (with supply only meeting 49.2% of potential demand), equal to a 334 annual shortfall. Significant shortfalls are shown for physicians and allied health positions also. These data reveal a significant supply and demand mismatch across multiple important clinical job functions.

The region does benefit from the presence of multiple institutions engaged in the education and training of students for healthcare careers. The primary challenge is that the volume of graduates from these programs is insufficient to meet demand—and the high demand for healthcare workers nationwide makes it challenging to retain all graduates (or recruit-in graduates from outside of the region).

There is a clear need for action to be taken to better align educational supply to the current and future demand for an educated and skillful healthcare workforce. Based on the input from interviews, nursing talent represents the largest pressing need.

Nursing is a career that provides job opportunities across a range of progressively higher education levels. Figure 13, produced by nurse.org, summarizes from top to bottom the progression of higher levels of nursing qualification and the education, salaries (national), and growth prospects associated with them.

At the entry level are Certified Nursing Assistants (CNA) who help patients with activities of daily living and other healthcare needs under the direct supervision of a Registered Nurse (RN) or Licensed Practical Nurse (LPN).

Missouri Southern State University

MSSU is a critically important institution working to solve the workforce challenges facing healthcare in the region. The University is already engaged in extensive educational programs that bring high quality education to students studying healthcare and life science focused majors. Indeed, Missouri Southern has the greatest number of undergraduate programs in these areas among all public universities in Missouri. The delivery of healthcare and life sciences education will be further enhanced by forthcoming investment on the MSSU campus in the Health Science Innovation Center, a $37.5 million facility set to open in 2026.

Next come Licensed Practical Nurses (sometimes termed Licensed Vocational Nurses) who work in hospitals, nursing homes, and long-term care facilities and are typically responsible for more basic kinds of patient care and comfort measures. Usually, they work under the guidance of an RN or MD.

A fully qualified "nurse" is found at the Registered Nurse (RN) level. These positions require either an Associate Degree in Nursing (ADN) or a Bachelor of Science in Nursing (BSN). "A registered nurse administers hands-on patient care in a variety of settings, including hospitals, medical offices, nursing homes, and other facilities. RNs work with physicians and other members of the health care team to provide the best course of treatment possible. They also help to educate patients and their families about health issues."[17]

Nurses may also choose to continue their education, undertaking masters or doctoral degree training to achieve Advanced Practice Registered Nurse qualifications. It is this level of training that is required for Nurse Practitioners and for certain nursing specialties such as Nurse Anesthetist or Clinical Nurse Specialist. Master's and doctoral degrees may also be pursued by nurses seeking qualifications for nursing administration positions or as nurse educators.

Multiple colleges and universities provide nursing and allied health professional higher education programs within the MOKAN region. Appendix 3 provides details on nursing-focused degree and allied health degree outputs. In terms of nursing, Pittsburg State University produces the highest number of graduates (168), followed by Crowder (140), Northeastern Oklahoma A&M (69) and MSSU (30). Notable in these data is the absence of advanced practice registered nurse degrees—an area that may well present opportunities for MSSU to expand its degree offerings. For Joplin, and its economic development, the expansion of nursing degree programs at MSSU is a primary need. Programs at MSSU provide robust opportunities for students to connect with the large Joplin-based hospitals and other local clinical service providers.

17 https://nurse.org/education/nursing-hierarchy-guide/

In registered nursing, Figure 7 shows a typical annual shortfall in regional higher education output of 334 graduates. For MSSU alone to meet this demand would require an increase in BSN student volume of 1,237% (moving from an output of 30 graduates to 401). Clearly, this would be a very heavy lift and quite unrealistic. Indeed, for MSSU to produce that many nursing students would require it to be one of the largest colleges of nursing in the nation. Development of a college of nursing able to accommodate that volume of students would mandate a very substantial increase in the nursing faculty at MSSU and the supply of expanded space and other infrastructure required to accommodate such a student increase. It is not realistic to anticipate that MSSU can solve the nursing shortage for the region on its own, but it should receive significant emphasis as a key Joplin-based contributor to the solution, working towards the production of 90-100 nursing graduates a year as soon as faculty recruitment and the Missouri State Board of nursing allows.

MSSU can also be seen to be the clear leader in the provision of allied-health-focused higher education, and expansion of its programs in this regard is encouraged given the supply/demand imbalance shown in the situational analysis (whereby higher output in most allied health degrees sees a high likelihood of regional absorption). Any expansion of nursing graduation from Pittsburg State would also be helpful, and PSU has recently opened expanded nursing education facilities and a simulation hospital that enable the university to expand from cohorts of 90 students to accommodate 120.[18]

Crowder College is an exceptionally important contributor to nursing education for the region, with the college noting that it places the most RNs into the workforce in the region among all colleges and universities. Indicative of demand, and the quality of education and training, ADN graduates who

Figure 13: Levels of Nursing Education

	Education	Career & Salary Opportunities
CNA Certified Nursing Assistant	• 4-12 week program • CAN certification exam • Earn a state license	CNA Salary: • $30,290 per year • $14.56 per hour Job Outlook: • 8% growth
LPN Licensed Practical Nurse	• 1-year program • NCLEX-PN licensing exam • Earn a state license	CNA Salary: • $48,070 per year • $23.11 per hour Job Outlook: • 9% growth
RN Registered Nurse	Associate Degree in Nursing (AND) • 2-3 year program • NCLEX-RN Bachelor of Science in Nursing (BSN) • 4-year program • NCLEX-RN	Registered Nurse Salary: • $77,600 per year • $37.31 per hour Job Outlook: • 9% growth
APRN Advanced Practice Registered Nurse	Master of Science in Nursing (MSN) • 2-3 year post-graduate program • APRN roles must also complete in-person clinical hours and pass a certification exam in the area of specialization Doctor of Nursing Practice (DNP) • 3-4 year post-graduate program • Requires capstone DNP project	Nurse Practitioner (NP) • $120,680 per year Clinical Nurse Leader (CNL) • $104,107 per year Clinical Nurse Specialist (CNS) • $106,407 per year Certified Registered Nurse Anesthetist (CRNA) • $195,610 per year Certified Nurse Midwife (CNM): • $112,830 per year
Non-Clinical Specialties	• MSN • DNP • PhD	Nurse Administrator • $101,340 per year Nursing Informaticist • $79,720 per year Nurse Educator • $77,440 per year Nurse Researcher • $99,372 per year

Source: Nurse.org

18 https://www.pittstate.edu/gorillaconnection/2023/04/construction-wraps-up-at-nursing-schools-simulation-hospital-.html

seek immediate nursing employment have 100% placement rates. Crowder College also has articulation agreements in place that facilitate CNA certificate and qualifying practical nurses to enter its ADN program and has articulation agreements with BSN programs in place for its ADN graduates. Both Crowder College and Missouri Southern State University are important Missouri institutions contributing to solving the regional nursing challenge.

Announced Facilities Under Consideration for the New MSSU Health Sciences Building

- Simulated hospital with acute care, labor and delivery, emergency care, and examination rooms
- Skills lab
- Radiological technology lab
- Cadaver lab

Working in Joplin's favor is the forthcoming investment in a new $35.7 million, circa 70,000 square foot health sciences building on the MSSU campus. The review of market conditions suggests that this building should be predominantly focused on nursing education, although the envisioned facilities (see sidebar) would also be able to be used to support education programs in multiple allied health degree programs. One of the challenges that will need to be addressed in parallel is maximizing the opportunities for the nurses-in-training to receive practical training (practicums) within regional hospitals and other healthcare settings.

While MSSU is the primary focus of this action for expanding educational programs for the region, other institutions should be encouraged to expand their offerings, especially, but not limited to, in nursing (at the pre-baccalaureate certificate and associate level). Articulation agreements should be a priority, enabling certificate and pre-baccalaureate program courses to transfer into the MSSU and other regional BSN and ADN programs (see Action 1.2).

Existing Stakeholders and Relevant Programs:	Supply Side: • MSSU (Joplin) • KCU Colleges of Medicine and Dentistry (Joplin) • Franklin Technology Center (Joplin) • Crowder College (Neosho, Pineville, Nevada, and Cassville) • Missouri State University–Springfield • Cox College (Springfield) • Ozarks Technical Community College (Springfield) • Pittsburg State University (Pittsburg, KS) • Northeastern Oklahoma A&M College (Miami, OK) • Regional high schools Demand Side: • Freeman Health System • Mercy Health System • Private clinical practices • Nursing and long-term care facilities
Lead Implementing Organizations:	• MSSU • Crowder College • Freeman Health System • Mercy Health System
Prioritization:	High
Timing:	Short-term

Potential Action Components:

- Continuously define and forecast health delivery system human resource requirements over time (headcount, roles, skills) based on shared input from key delivery employers (Freeman, Mercy, Access, et al). Define a delivery system workforce resource "ask" (forthcoming year, 3- year forecast, 5-year forecast) for key roles across the region.
- Develop comprehensive and shared pipeline view across regional institutions to guide ongoing program planning and development.
- A core challenge to be addressed is the recruitment of nursing faculty. Such faculty are in high demand and relatively short supply nationally.[19] Compensation packages will need to be generous to attract new faculty to Joplin, and it may be important to provide faculty with collaborative faculty practice arrangements with the hospital systems to help meet compensation demands.
- MSSU, perhaps in collaboration with KCU, will need to structure a program to allow masters students in nursing to study for a doctorate in nursing practice or a PhD in nursing to provide an expanded interregional pipeline of faculty candidates.

Examples:

Multiple colleges and universities have established new or significantly expanded nursing programs in recent years. Some examples include:

- Providence College in Rhode Island established a new school of nursing. It is constructing a new 10,000 sq. ft. building to accommodate the program and intends to cap enrollment at 75 students per year.
- The University of Northern Iowa is starting a new program in nursing, with four-year BSN degrees. It anticipates enrollment of 100 students per year.
- Merrimack College in Massachusetts inaugurated its School of Nursing and Health Sciences with its first class of nursing students in 2019. It opened a 20,000 sq. ft. nursing education center in January 2020 and has 11 faculty members. Its first graduating class was 38, but freshman enrollment for the BSN has now increased to greater than 100.

19 The challenge noted by the American Association of Colleges of Nursing (AACN). The ACCN notes that:

- "According to AACN's report on 2021-2022 Enrollment and Graduations in Baccalaureate and Graduate Programs in Nursing, U.S. nursing schools turned away 91,938 qualified applications from baccalaureate and graduate nursing programs in 2021 due to an insufficient number of faculty, clinical sites, classroom space, clinical preceptors, and budget constraints. Most nursing schools responding to the survey pointed to faculty shortages as a top reason for not accepting all qualified applicants into their programs.
- According to a Special Survey on Vacant Faculty Positions released by AACN in October 2022, a total of 2,166 full-time faculty vacancies were identified in a survey of 909 nursing schools with baccalaureate and/or graduate programs across the country (84.4% response rate). Besides the vacancies, schools cited the need to create an additional 128 faculty positions to accommodate student demand. The data show a national nurse faculty vacancy rate of 8.8%. Most of the vacancies (84.9%) were faculty positions requiring or preferring a doctoral degree."

Source: https://www.aacnnursing.org/news-data/nursing-faculty-shortage

Action 1.2—Extend and integrate regional articulation across K-12/CC/Univ systems. Build and expand the high school CAPS programs, creating clear articulation pipelines across strategic career pathways.

After higher education, many local graduates seek employment outside of the region. Given the amount of time, effort, and expense required to recruit clinical staff from outside the region, it makes sense to maximize the placement of local candidates by aligning and integrating candidate pipelines with local secondary and higher education institutions. The MOSO Caps initiative is a great local example of identifying and incentivizing local candidates to be educated, work, and stay in the Joplin Region.

The Centers for Advanced Professional Studies (CAPS) in Missouri represent innovative initiatives that engage high school students in a career-oriented professional culture, using industry-standard tools and mentorship by employers to engage in problem-solving and applied learning. Students participating in CAPS earn high school credit and transferable college credit. **The transfer of credits facilitated by articulation agreements is an intensely important component for encouraging local high school students to stay in the region for their higher education.** Articulation agreements are formal agreements between two or more educational institutions that outline the transfer policies for specific courses at one institution into academic programs or degrees at another. These can be high school courses (including the well-known advanced placement courses) transferring to colleges or articulation agreements between community colleges and four-year colleges for credit transfer. **What will be most important for the Joplin region is assuring a network, or shared system, of articulation agreements be established between all regional high schools, the community college system, and MSSU for coursework relevant to healthcare college degrees.** Doing so will require the development of a shared vision between the high schools and colleges, setting out clear pathways for education articulation that provide opportunities for local students to pursue local healthcare careers.

Best practices suggest that:

- A joint committee be established between area high school leaders, the community colleges, and MSSU senior leadership to develop, oversee, and regularly review the implementation of the agreement(s).
- Faculties at respective institutions, together with major healthcare system employers, should be convened in workshops to ensure the development of an efficient shared curriculum and alignment of the curriculum to professional and career standards. Periodic review should occur to evaluate the curriculum, together with the implementation of a feedback system that will enable refinements to be made as gaps, issues, needs, or opportunities are observed.
- The articulation program should have a student-centered structure that works to spark initial student interest and then provides proactive counseling for students to help them understand and navigate the courses and connectivity across institutions that will get them to Joplin regional healthcare careers. Ideally, students will have access to regional articulation counselors who will stay engaged with them as a single point of contact across their educational pathway.
- The agreements need to be transparent, clearly communicating and delineating the educational pathway options and the specific course credits that transfer. These agreements need to be long-term, assuring that changes are not made that undercut the program or negate the transfer of credits.
- The program needs to be actively promoted to high school students and their parents, clearly communicating the advantages of the program in terms of providing cost-efficient and time-efficient paths to secure credentials for in-demand local careers.



Existing Stakeholders and Relevant Programs:	• Regional K-12 school districts, especially at the high school level • Crowder College • MSSU
Lead Implementing Organizations:	• Purpose formed committee of stakeholder institutions
Prioritization:	High
Timing:	Short-term

Potential Action Components:

- Extend/expand MOSO CAPS program-like initiatives to expand visibility of health careers in secondary education and promote student enrollment for post-secondary, bachelor's, and advanced degrees.
- Work closely with delivery system recruitment teams to provide employment "landing pad" for local students through local internships, practicums, and residencies.
- Provide or expand student-facing resources to facilitate career planning, education enrollment and job placement.

Examples:

There are many examples of innovative articulation programs, and multiple pathways that have been developed for achieving articulation goals. Some examples include:

Individual Institutional Partnerships—Comprising agreements between specific high schools and individual colleges that create unique pathways for students.

Dual Enrollment Programs—Allowing high school students to take college-level courses for credit. For example:

- **Running Start in Washington State:** This program enables high school juniors and seniors to take college courses at Washington's public community, technical colleges, and some four-year colleges and universities.
- **Middle College High Schools:** A network of high schools that are located on community college campuses and allow students to take college courses while still in high school.

Career and Technical Education (CTE) Agreements—Whereby students earn college credits for technical courses taken in high school. For example:

- **Tech-Prep Programs:** These are nationally established programs where students can earn college credits for technical courses taken during high school.
- **Career Pathways in Oregon:** Which established a statewide framework for high school students to earn college credit in career and technical education courses. It began in 2004 with five colleges. In 2006, the initiative expanded to 11 colleges and scaled to all 17 community colleges in Spring 2007.

Early College High Schools—Comprising partnerships between high schools and colleges where students can earn both high school and college credits simultaneously. For example:

- **P-TECH (Pathways in Technology Early College High School):** A program where students can earn a high school diploma and an industry-recognized associate degree.
- **Early College High School Initiative:** Supported by the Bill & Melinda Gates Foundation, this initiative has sponsored the development of early college programs nationwide. The Rochester Early College International High School and Monroe Community College Partnership is an example of this. The NY collaboration allows students to earn college credits while in high school.

Statewide Articulation Agreements—Comprising large-scale, state-organized programs. Examples include:

- **The North Carolina High School to Community College Articulation Agreement** is an agreement between the North Carolina Department of Public Instruction and the North Carolina Community College System.
- **Ohio's Transfer to Degree Guarantee:** Allows students to transfer credits earned in high school to any Ohio public college or university.
- **Florida Statewide Articulation Agreement.**

Action 1.3—Connect higher education degree programs to emerging signature research platforms and encourage student research engagement. Encourage both undergraduate and graduate student research engagement.

As discussed under Strategy 2 in the next chapter, there is a need for the Joplin region to become more engaged in research in higher education and healthcare to:

1. Bring in research dollars from outside of the economy (providing economic stimulus).
2. Provide opportunities for students to improve their education through research engagement.
3. Provide a base platform for innovation (that may be potentially commercializable) and associated student-driven entrepreneurship.

Action 2.1 in the following chapter outlines several areas of potential research focus that would likely be a fit for the assets and interests of the healthcare and higher education sectors in the Joplin region. As the research programs are developed, it will be important to connect education programs to these programs, providing a flow of students engaging in research at both undergraduate and graduate levels. Student engagement in research is both educationally beneficial and provides a support workforce for research faculty and/or clinical researchers. This also provides a pathway forward for personnel to continue to hold research positions post-graduation and may be beneficial in terms of generating student derived innovations (not just faculty innovations) with economic development potential.

Existing Stakeholders and Relevant Programs:	• KCU • MSSU • PSU • Crowder College
Lead Implementing Organizations:	• KCU • MSSU
Prioritization:	Medium
Timing:	Mid-term

Potential Action Components:

- Because MSSU is predominantly an undergraduate-focused institution, it will be important to put in place initiatives that encourage undergraduate engagement in research. Ideally, a model could be developed similar to that used in the Undergraduate Research Scholars Program (URS) at the University of Wisconsin–Madison, which provides first and second-year students with opportunities to earn credit for participating in research with UW-Madison faculty. By building early engagement in research, students will have more opportunities to engage in innovation across their undergraduate education and may be more encouraged to continue their studies at a graduate level.
- To keep students engaged in the community and the universities during the summer, a series of grant-supported summer research programs should be developed, linked to each of the research platforms (see Action 2.1), that will provide students with an intensive research experience.

Examples:

Student entrepreneurship during undergraduate education and in graduate school is a focus of multiple innovative initiatives across U.S. colleges and universities. The Arrowhead Center programs at New Mexico State University are well-recognized as an example, but there are many others, such as:

- The Lassonde Entrepreneurship Institute at the University of Utah.
- The Baiada Institute for Entrepreneurship at Drexel University.
- The Garage at Northwestern University.
- The Zell Lurie Institute for Entrepreneurial Studies and the TechArb Student Venture Accelerator at the University of Michigan.
- eLab at Cornell University.

Action 1.4—Explore collaborative program delivery across regional institutions to leverage faculty and scarce resources. Many new areas of education are multidisciplinary, engaging computer and data sciences, engineering, biosciences, and other disciplines. Skills may exist across institutions to build novel programs.

Although institutions of higher education within a region may compete for students, funding, faculty, and other resources, they may also choose to combine their respective strengths to develop innovative programs responsive to regional needs. Many areas of science and emerging technology development are inherently multidisciplinary, and instead of competing there may be opportunities for regional colleges and universities to develop collaborative degree programs or alternative credential (see Action 1.6) programs. Fast emerging areas of activity, for example the Internet-of-Things, require expertise in engineering, computer science, statistics, and data analytics, etc. for their development and deployment—academic disciplines that may not be sufficiently covered at an individual institution. In the MOKAN region, for example, MSSU has significant coverage of allied health areas, Pittsburg State has engineering, and KCU has medicine—but none covers all three. By working together, institutions can bring their respective strengths to the table and stand-up programs responsive to emerging demands.

Areas likely to experience increasing demand that may lend themselves to multi-institutional collaborations might include:

- Telemedicine and rural health
- Health informatics and clinical data (genotype and phenotype) analytics
- Patient remote monitoring and wearable health technologies
- Medical device innovations and development

This is somewhat complicated in the MOKAN region by the fact that colleges and universities are a mix of public (e.g., MSSU and Crowder College) and private (e.g., KCU) institutions, and the public institutions in the region exist in multiple states (e.g., PSU in Kansas, MSSU and Crowder in MO, Northeastern Oklahoma A&M in OK). Governance boundaries can make collaborations more complex but should not be an insurmountable barrier. There are multiple examples of

public and private universities developing shared programs. For example, Carnegie Mellon University (private) and the University of Pittsburgh (public) operate a joint graduate degree program in computational biology that leverages the respective institutional strengths in computer science and biomedical sciences.

Existing Stakeholders and Relevant Programs:	• KCU • MSSU • PSU • Crowder College
Lead Implementing Organizations:	• KCU • MSSU
Prioritization:	Medium
Timing:	Mid-term

Potential Action Components:

- Form a working group to consider and prioritize fast-growing multidisciplinary areas that link especially to digital healthcare technologies. This group should comprise senior college leadership with a particular emphasis on the following disciplines:
  - Engineering (primarily mechanical, electrical, and computer engineering)
  - Computer science
  - Advanced analytics and statistics
  - Clinical medicine and nursing.
- Convene a focus group comprising Freeman and Mercy surgeons who are frequent users of medical devices (most likely to be in orthopedics and interventional cardiology). Discuss interests in providing advice and conceptual concepts to a multidisciplinary program and device innovation initiative formed by regional colleges and universities.
- Inventory and canvas local precision manufacturing firms and software development/IT companies to categorize their capabilities and interests in engaging in medical innovation activities in collaboration with newly established college or university multidisciplinary programs.
- Examine opportunities for industry representatives and clinical specialists to be adjunct faculty within multidisciplinary programs.

Examples:

The Carnegie Mellon University and University of Pittsburgh example, cited above, is not the only such collaborative program between universities with respective specializations that combine to build multidisciplinary programs. Another prominent healthcare-oriented example is the partnership between the Georgia Institute of Technology and Emory University which brings together the medical expertise of Emory's School of Medicine with Georgia Tech's engineering and computational sciences strengths. Also in the biomedical engineering space is the development of the Joint Department of Biomedical Engineering operated by North Carolina State University (known for its engineering) and the School of Medicine at the University of North Carolina–Chapel Hill.

Action 1.5—Expand opportunities for internships and other employer-student connectivity building activities. Seek to maximize the retention of regionally educated students by building early career connections with local employers.

Among the most effective ways to retain talent graduating from regional colleges and universities is to work far in advance of a student's graduation to build connections and relationships with local employers. When internships, practicums, and other career-facing opportunities are provided to students, they experience first-hand the relevance of their education to application in the workplace and are exposed to potential future employers—thereby building connections that can enhance their local employment interests and opportunities. For careers in healthcare, internships, job shadowing, and other connectivity-building activities are particularly important in helping students or potential students understand how their education will connect to real-world applications and opportunities. Such experiences carry multiple advantages for workforce development and local economic development. Most notably they are likely to promote:

- Retention of local talent by building pre-graduation connectivity and relationships between students and employers.
- An increase in the effectiveness and work-readiness of graduates through building real-world employment experiences that complement the more theoretical or conceptual education of their college coursework.
- Improved dialog between the education sector and employers, as internships are established and discussions take place over program design and outreach.
- An ability for employers to temporarily supplement their workforce, take on projects that they may otherwise not have pursued, and gain from the fresh perspectives of students.

From an employer standpoint it is important that interns and others engaged in work experience programs not simply be viewed as "cheap labor." The experiences need to be set-up to be win-win for both the student and the employer, which ideally requires that:

- Internships are established with well-defined goals both in terms of outcomes for the employer and valuable knowledge and experience building for the student.
- Students should receive onboarding instructions and be assigned a mentor or supervisor who will answer questions, provide guidance, and ensure a two-way flow of feedback.
- Opportunities are provided for interns to rotate through multiple departments or work teams, thereby providing a well-rounded overview of the types of career opportunities the employer provides.
- Interns are given opportunities to work on meaningful projects or tasks rather than simply assigned "grunt work" or menial tasks. They need to feel needed, wanted, and respected and see meaning in their assigned work.
- Feedback from the students is encouraged to ensure that they can provide perspectives on what they are finding most valuable and educational in the experience and to secure ideas on how to improve the experience and value provided by the internship.
- Periodic communication should be maintained between the internship provider and the student after the internship is concluded—serving to sustain the relationship and keep the employer front-of-mind with potentially in-demand talent.

Existing Stakeholders and Relevant Programs:	• Joplin Area Chamber of Commerce • Regional hospital systems • MSSU • Crowder College
Lead Implementing Organizations:	• Joplin Area Chamber of Commerce • MSSU
Prioritization:	High
Timing:	Short-term

Potential Action Components:

- The Joplin Area Chamber of Commerce, together with the health systems, MSSU, and Crowder Community College should jointly work on establishing a web-based internship platform similar (but on a smaller scale) to the best practice example developed and operated by Ascend Indiana (see example below). This will allow students to build a profile of their interests, see available internships, and be able to apply online for the available internships.

Example: Ascend Indiana

Ascend Indiana is an initiative of the nonprofit Central Indiana Corporate Partnership, headquartered in Indianapolis. Ascend helps both employers and students connect for internships and full-time positions. Using a robust online platform, students can register with Ascend for free, building an online profile of their education and interests and being connected to internship opportunities that fit these. The students who sign up receive proactive advice and mentorship from Ascend staff and can apply for internships directly through the Ascend online platform. The Ascend platform also works proactively for employers, with participating employers able to access the online profiles of the students' seeking internships or employment. Almost every employer of size in Indiana is a participant in Ascend, as are most colleges and universities. Early funding for Ascend Indiana came from a $5 million grant from the Lilly Endowment which supported the first three years of operations. Multiple other philanthropies have provided financial support together with the Indiana Department of Workforce Development.

Action 1.6—Form a series of certificate programs, or stackable credential programs, designed for continuing education in fast moving health tech fields (e.g., cybersecurity, telemedicine, EMR analytics, wearable systems, etc.).

In recent years, the concept of "stackable credentials" has received increasing attention in education and career development circles. Particularly in fast-moving technology fields, where skills and credentials can evolve quickly, the concept of stackable credentials and digital badges has received quite rapid acceptance. Basically, these approaches enable students to earn meaningful credentials through relatively short and affordable courses, and these then can be joined (or "stacked") to further a student's career prospects and credentialing.

Nursing may be considered one of the original pioneers of "stackable credentials" whereby there is a progression of qualifications available starting with Certified Nursing Assistant, onwards to Licensed Practical Nurse, to Registered Nurse, and Advanced Practice Nurse.

This approach to education is modular and credential-focused and, therefore, practical in application. It also leads to credential earning with relatively short time horizons and is generally affordable. Combined with articulation agreements for courses (see Action 1.2) these can also be integrated into degree-earning programs.

The approach is particularly relevant for building workforce development programs for fast-moving digital health careers (see Actions 3.2 and 3.3). These careers require specific skills in the understanding and use of digital technologies, software, and analytical techniques that lend themselves well to a stackable credential/digital badge approach to learning and credentialing. Because they are often developed with input from industry, the earned credentials typically align well with industry needs and are well-suited to engagement in continuous, career-spanning education and skills enhancement for the workforce—serving to maximize the productivity and capabilities of the workforce.

Existing Stakeholders and Relevant Programs:	• Crowder College • MSSU • PSU • Regional hospital systems and community health organizations
Lead Implementing Organizations:	• Crowder College
Prioritization:	High
Timing:	Short-term

Potential Action Components:

Creating digital badge programs for healthcare-facing career skills should be undertaken as a collaborative effort between stakeholder organizations, and it is important that the developed credentials be accepted by each of the major healthcare sector employers in the region. It is recommended that the following actions be undertaken with a focus on the digital health areas discussed under Actions 3.2 and 3.3:

- Engage stakeholders in the joint design and conduct of a needs assessment to identify the areas of education and skills that the healthcare system requires to meet emerging digital health demands. Areas likely to be considered may include, but not be limited to telemedicine proficiency, health data analytics, mobile health systems, and healthcare cybersecurity.
- Evaluate the alignment of identified needs with those of existing professional standards to ensure any digital badge credentials work to meet accepted standards.
- Examine existing digital badge programs or stackable credential programs currently in operation in the United States that may meet the goals identified in the needs assessment and align with identified standards (if applicable). Discuss the success of these with various operators of the programs and seek to duplicate best practices proven to be successful.
- Develop an initial pilot program focused on an area of key need identified by participating stakeholders and ensure there is a credential stack that enables multiple credentials to be earned. Commit to long-term recognition of these credentials to assure sustained value for students. It is imperative that the badge credentials are recognized by the healthcare industry and other relevant sectors as valid indicators of skills and competencies.
- Pursue opportunities for the badge credentials to articulate as credits for enrollment in regional higher education institutions.

The stakeholder organizations may also wish to consult with a digital credential management organization, such as Credly by Pearson or Badgr, which can advise on digital credentialing approaches and provide secure hosting services for digital credentials. Credly can also advise stakeholders regarding existing digital credentials that may serve Joplin's needs or be adapted to do so. LinkedIn Learning (formerly the Lynda.com platform) is also a good source for examining short-course options.

Examples:

Multiple case studies are included in a very useful summary of digital badges and their application to higher education provided in the October 2021 publication of J. Rodenfels at the University of North Carolina–Chapel Hill titled "Badging Usage in Higher Education."[20]

The document contains case studies in an emerging program in digital badging at the University of Denver, an established initiative at the University of Buffalo, and an advanced program in digital badge implementation at Northeastern University.

20 Available online at: https://dll.unc.edu/wp-content/uploads/sites/1206/2021/11/Digital-Badge-Overview.pdf

V. Strategy 2:

Research, Innovation, and Business Development

Developing research and development, innovation, and business development opportunities based on pre-existing and evolving healthcare and higher education assets.

Rationale:

For the Joplin Region to take full advantage of the economic development opportunities that exist due to the presence of its large hospitals and institutions of higher education, there is a need to emphasize the growth of research, leading to innovation and business development. This requires developing an ecosystem of support services across various dimensions. As Figure 14 shows, the Joplin Region has an emerging healthcare and health sciences industry ecosystem—meaning that while it has a well-established patient-serving clinical care community and a higher education presence of relevance, it has limited research activity (leading to innovations) and minimal presence of a traditionally defined commercial bioscience or medical device industry. A central goal for the Joplin region is to enhance elements of the healthcare and health sciences ecosystem to help advance the business ecosystem from an emerging status to one that is more mature and advanced.

Figure 14: Characteristics of the Various Stages of Healthcare and Health Sciences Cluster Development



Characteristics of Development			
	Healthcare providers are mainly focused on treating patients.	Healthcare providers are participating in research and development.	Healthcare providers are clinical excellence hubs in research & practice.
	Education providers are mainly focused on serving local industry.	Education providers serve local industry with pockets of excellence.	Education providers are viewed by industry as a gold standard in training.
	Biosciences industry presence is minimal.	Biosciences industry is growing or established.	Biosciences industry is a regional strength, with numerous businesses.
	Healthcare entrepreneurship and access to capital is limited.	Healthcare entrepreneurship and access to capital is supported.	Healthcare entrepreneurship and access to capital is thriving and robust.
	Availability of talent is very difficult across business type.	Availability of talent remains difficult, but workers are generally available.	Talent is readily available and easy to identify and leverage for growth.

Source: TEConomy Partners, LLC.

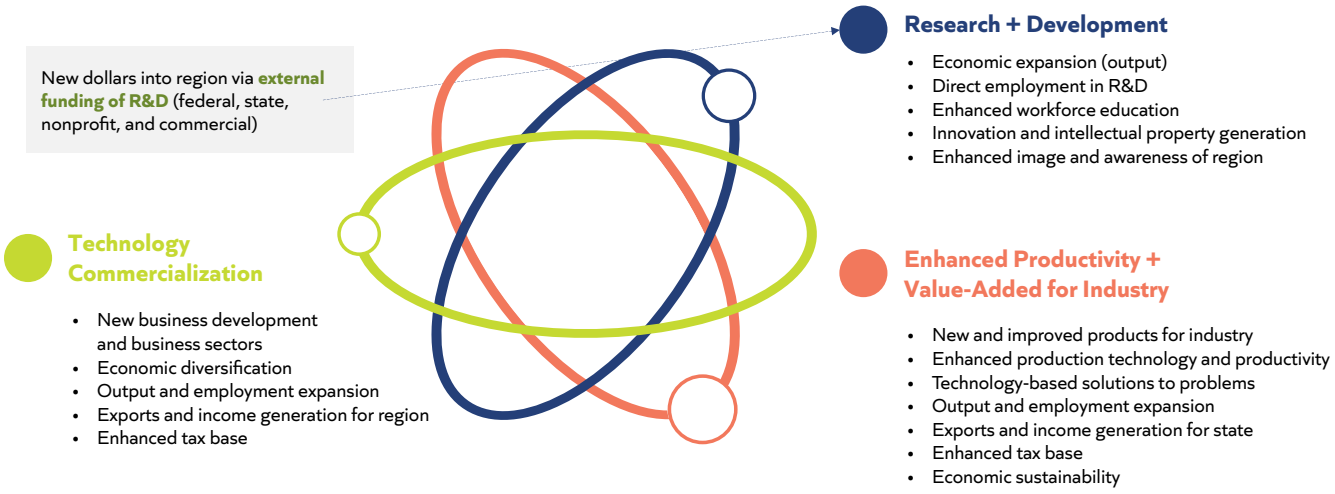
A key determinant of any region's long-term economic prosperity lies in its ability to innovate and enhance economic output based upon that innovation. Innovation serves as the basis for new businesses and can enhance the products and productivity of existing regional enterprises leading to business growth. Because of these benefits, generating an economic ecosystem conducive to innovation is increasingly important to the future resiliency of the Joplin region's economy.

Joplin should leverage its distinctive higher education (especially KCU and MSSU), healthcare, and business assets to build a presence in selected R&D and business innovation opportunities. Emerging technologies in healthcare present multiple pathways for new business development and business expansion, especially in, but not limited to, the rapidly developing digital health space. As expertise in research spaces builds, this may also become an attractor for existing businesses to consider a Joplin region location.

Potential Impacts:

Economic development approaches that emphasize innovation-based economic development can result in a variety of positive impacts for regions such as Joplin (Figure 15). Notable areas of impact include benefits tied to research and development expenditures, the commercialization of research into new technologies, products, and services, and the benefits to industry. Within each of these categories of activity, there is a wide array of positive impacts.

Figure 15: Innovation-Led Development is a Key Driver of Economic Growth



Source: TEConomy Partners, LLC.

Strategic Actions:

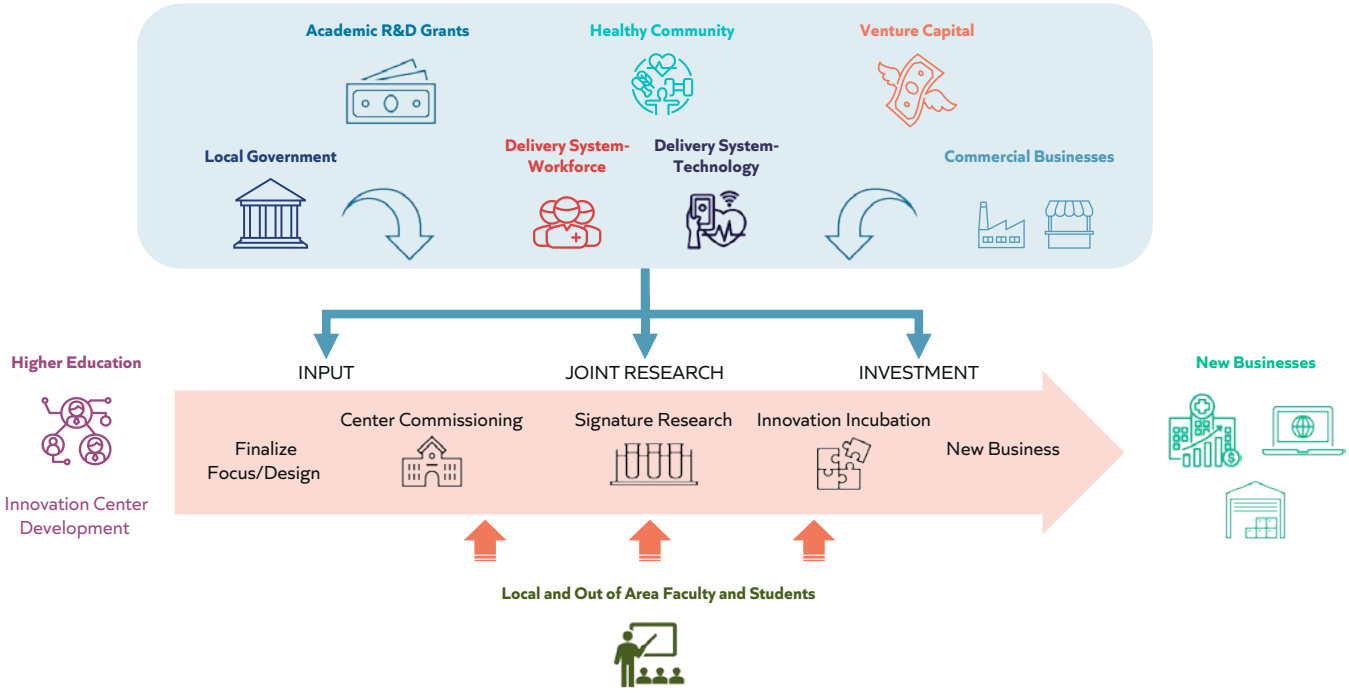
- **Action 2.1**—Build a presence in 3-4 selected areas of research:
  - Digital Health Solutions
  - Population and Community Health
  - Health EdTech
  - Medical Devices
- **Action 2.2**—Seek to establish a signature longitudinal health study connected to regional health improvement and digital health. Establish as a multistate regional study to engage with NW Arkansas interests in healthy community innovations.
- **Action 2.3**—Establish a small support stipend program for innovative postdocs to advance promising technologies. Innovative ideas can be imported by offering supported positions (perhaps joint between hospitals and universities) for those with interesting, vetted concepts in signature research areas.
- **Action 2.4**—Establish a pre-seed fund to help advance intellectual property (IP) commercialization and maximize connection building to Missouri funders and existing support programs. Seek to establish a moderate $1-2 million pre-seed fund able to provide up to $50,000 seed investments in promising concepts.
- **Action 2.5**—Assure availability of incubator space and accelerator/mentor services. Assure budding entrepreneurs have access to space and support to advance early-stage commercial concepts.

Action 2.1—Build a presence in 3-4 selected areas of research:

As an emerging industry sector for the Joplin region, it should not be expected that Joplin can compete with established industry biosciences hubs that have robust industry and academic assets capable of sophisticated drug discovery and development. Instead, it is recommended that the region build a research presence in three or four selected areas of research where there is an overlap with the current strengths and ambitions of the region.

On their own, none of the hospitals, colleges, or universities in the Joplin region may be defined as research-intensive. However, there is a shared desire to build a capacity for greater research activity and for the innovation and business development opportunities that can result from healthcare and health sciences research. To build this capacity, it is recommended that the Joplin Region develop a Research and Innovation Collaborative. This recommended activity would revolve around building "innovation centers" around identified research thrusts. These centers would help drive signature research and incubate new innovations and, eventually, businesses and entrepreneurs. It is envisioned that the collaborative effort would include both the public and private sectors, as well as a range of educational institutions in the region and healthcare providers.

Figure 16: Visualization of the Research and Innovation Collaborative



Source: TEConomy Partners, LLC.

As part of its assessment of the Joplin Region, TEConomy assessed technologies that have the potential to substantially change health care and health sciences over the coming decade (Appendix 2). Based on this assessment, in conjunction with the apparent strengths and assets that exist within the region, TEConomy considers the following four platforms as opportunities for a Research and Innovation Collaborative to focus on moving forward:

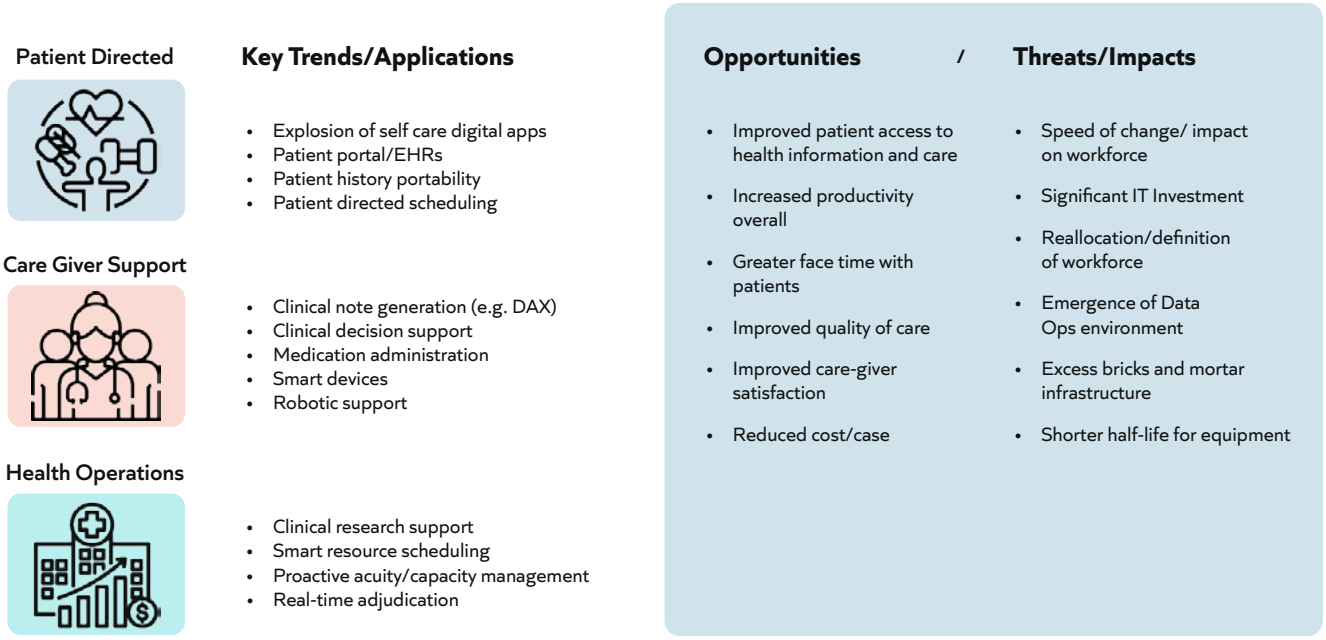
Platform 1: Digital Health Solutions:

Digital health refers to the deployment by healthcare organizations of new technologies to change how healthcare is delivered and the ways that healthcare is experienced. Examples of digital health technology solutions could include electronic health records (EHRs), cloud computing, telemedicine, cybersecurity, artificial intelligence (AI), and machine learning (ML). As explored further in Appendix 2, AI and ML are quickly changing the practice of healthcare delivery, and the further digitization of health processes will transform health delivery over the next 5-10 years. From a Health Delivery standpoint, these impacts can be discussed across three classifications:

- Patient-facing/directed—used by individuals to track and improve their health.
- Caregiver support—applications to support caregiver decision-making and work processes.
- Overall health operations—applications that support larger-scale operations.

Figure 17 summarizes these classifications and the trends, opportunities, and impacts associated with them.

Figure 17: Trends, Opportunities, and Impacts of Artificial Intelligence on Health Delivery



Source: TEConomy Partners Analysis

For the Joplin Region, the opportunity in Digital Health Solutions is embraced by both major health systems, as well as education providers such as KCU.



Platform 2: Population and Community Health

Although the U.S. spends a higher percentage of its GDP on healthcare than other nations, these high levels of expenditures are not producing the lengthened life expectancy and prevention of chronic diseases that might be expected. While focus on individual patients is highly important, a population health approach is required to overcome some of the shortcomings of the current system by:[21]

- Focusing on wellness instead of sick care.
- Using data more effectively to improve care.
- Engaging patients in their care.
- Coordinating care that was previously siloed and fragmented, something that is easier to do as accountable care organizations and patient-centered medical homes have evolved.

Population and community health also have an important technology and innovation component, such as using health informatics tools, health information technology programs, and medical devices within clinical care. Oftentimes, population and community health focuses on behaviors known to impact health and not the healthcare delivery mechanism directly. For example, technology investments in population and community health could include investments related to prenatal care, early childhood development, public school education, or local food systems.

21 https://www.ama-assn.org/delivering-care/population-care/what-meant-population-health-and-why-it-matters

Platform 3: Health EdTech

Health care is a content-rich environment requiring years of focused study to master and effectively apply the lessons learned to real patients with life-threatening illnesses. The average physician spends anywhere from 8 to 14 years in graduate and postgraduate training (medical school, residency, fellowship) to become a certified clinician in the United States. Nurses also have significant training requirements: 2 to 4 years as an undergraduate, and then 2 to 4 years advanced practice. Considering the fast-changing landscape of clinical practice and the critical situations clinicians often deal with, there is immense pressure to stay abreast of the latest developments and breakthroughs in the field.

Modern advances in Education Technology (EdTech) are transforming how education is conceived and delivered. In recent years, we have seen five significant technology trends influencing medical pedagogical approaches: micro-learning, virtual reality/augmented reality, online training, artificial intelligence, and personalized medicine. More information on each of these elements can be found in Appendix 2.

Figure 18: Elements of Health EdTech



For the Joplin Region, the Health EdTech opportunity is embraced by a range of educational institutions, including Missouri Southern State University, Crowder College, and Kansas City University's Medical and Dental Schools. Given the recent establishment of medical education facilities at these institutions, and the forthcoming Healthcare Sciences Innovation building at MSSU, there is a unique opportunity to explore the deployment of cutting-edge technology and advance research in these new facilities.

Platform 4: Medical Devices and Equipment

Medical devices, equipment, and technologies refer to the various devices, equipment, diagnostic tests, and health information systems that are transforming health care through earlier disease detection, less-invasive procedures, and more effective treatments.[22] As a hub for advanced manufacturing, Joplin has an opportunity to diversify this sector by expanding further into medical devices and equipment. This is not an easy task, but the region is already home to opportunities in areas adjacent to pre-existing strengths.

As noted previously, the MOKAN region's advanced manufacturing industry, which includes sectors such as plastics, batteries, electrical instruments, and food and beverage processing, has applications in and relevant to the healthcare sector. Examples of advanced manufacturing companies with a presence in the region developing new products for healthcare markets include Pitt Plastics (gloves, isolation liners, and water-soluble bags), Eagle Picher (batteries for wheelchairs, scooters, pumps, ventilators, beds and x-ray applications), Detecto (medical scales and weighing products), and Leggett and Platt (medical chairs, foam production for medical uses).

At these companies and others, there may be opportunities to encourage the development of nascent medical devices and equipment businesses in the Joplin Region. It is recommended that the MOKAN Partnership and the Joplin Area Chamber of Commerce lead the effort to expand the region's advanced manufacturing sector and begin to place a growing emphasis on health-related opportunities.

Existing Stakeholders and Relevant Programs:	• Freeman Health System • Mercy Joplin • Missouri Southern State University • Crowder College • Kansas City University—Joplin • Joplin Area Chamber of Commerce
Lead Implementing Organizations:	Research and Innovation Collaborative, comprised of above entities, would provide leadership across the platforms
Prioritization:	High
Timing:	Short-Term

22 https://www.advamed.org/medical-device-industry-facts/



Potential Action Components:

- Establish health research capabilities that will incentivize innovation and commercialization in select fields.
- Consider establishing expertise and shared infrastructure in Biostatistics and Population Research.
- Work with Delivery Systems to aggregate and analyze population data.
- Consider research alliances with relevant organizations/regions, e.g., Northwest Arkansas or Tulsa.
- Seek out research grants and funding sources to support ongoing innovation.
- Establish innovation centers on the sites of MSSU and KCU in signature areas that benefit the local community.
- Innovation centers will survey, research, and apply disruptive technologies (e.g., AI, IOT, Robotics, Advanced Networks, Quantum) to specific areas of the health economy.
- Support key development stages and coordinate design input, research, and financial support with key community stakeholders.
- Use innovation centers to attract innovative and research-oriented faculty and expand program development.
- Coordinate with local business, philanthropic and venture capital to promote innovation and commercialize new local businesses.

Action 2.2—Seek to establish a signature longitudinal health study connected to regional health improvement and digital health. Establish a multistate regional study to engage with NW Arkansas interests in healthy community innovations.

The development of the Alice B. Walton School of Medicine and the Whole Health Institute presents an opportunity for the Joplin Region to broaden its goals around healthy community innovation. Set to open next year at the Crystal Bridges Campus in Bentonville, the Whole Health Institute and the Alice L. Walton School of Medicine are separate entities founded by Alice Walton with the goal of transforming health care by taking a "whole health" approach. This includes a focus on physical, emotional, and mental health, as well as emphasizing preventative care and healthy lifestyles. As noted by Axios, the institute will include four divisions: care delivery, research and technology, community engagement, and behavioral health.[23] Whole Health intends to be a community resource to help the public live healthier, so they ultimately spend less on health care. The organization is planning to research outcomes in patients with chronic diseases like diabetes alongside existing local clinics like Community Clinic.

While the initial inclination for many in the Joplin region was to view the Whole Health Institute as a competitor, TEConomy recommends that the Joplin Region instead view the Northwest Arkansas Region as a collaborator. A central element of this collaboration would be a partnership around health delivery, including a multistate longitudinal health study that is connected to regional health improvement and digital health.

Existing Stakeholders and Relevant Programs:	• Kansas City University has professed interested in rural population health. • Freeman and Mercy Health Systems offer access to patient populations. • Access Health, Community Clinic, and other organizations necessary for targeting populations most at risk.
Lead Implementing Organizations:	• Joplin Research and Innovation Collaborative
Prioritization:	High
Timing:	Mid-Term

Potential Action Components:

- Develop relationships within the Northwest Arkansas Region.
- Identify potential research thrusts for longitudinal study and seek grant funding to implement.
- Work to implement study with participation of the regional health systems, KCU and MSSU.
- Work to identify and recruit participants across the region.
- Work with ongoing engagement.

23 https://www.axios.com/local/nw-arkansas/2023/09/05/bentonville-medical-school-health-nonprofit-alice-walton

Example: Geisinger's Program in Medical Genomics

Geisinger is an integrated healthcare system headquartered in Pennsylvania integrating "primary care and specialists, hospitals and trauma centers, insurance, medical education and research." Geisinger has been at the forefront in terms of recognizing the clinical insights and utility that genomic data and health record data that are mined together provide. Begun in 2007, Geisinger's MyCode Community Health Initiative has seen over 250,000 patients consent to participate in a research program that has been performed in collaboration with Regeneron's genetics research center. More than 100,000 whole exomes had been sequenced (as of reporting in April 2019). Motivated by the MyCode experience, Geisinger launched a "clinical whole-exome population screening program in mid-2018 as part of routine clinical care in a variety of Geisinger clinics, developing an end-to-end implementation platform—from patient engagement and consenting, to whole exome sequencing in a certified clinical laboratory, to physician education, to genetic counseling at scale, and to integration of clinical results into the electronic health record."[24] The main focus of MyCode is finding and confirming new disease-causing variants (changes) in patient genes, with research programs directed at:

- Searching for changes in genes that protect against disease.
- Targeting new drug development.
- Researching and learning what are the best ways to share medically actionable genetic results with patient-participants and then how to facilitate the sharing of that information with other potentially affected family members.
- Translating the results into clinical care.

The CEO of Geisinger, Jaewon Ryu, notes that:

> *About 90 percent of the patients we ask let us look at their entire genomes. That's huge trust; a typical rate is 15 percent. Our patients come from an unusually stable population—giving us volumes of data from more than 15 years of electronic health records. MyCode therefore provides unprecedented opportunity for early diagnosis and developing new and tailored treatments, or precision medicine. MyCode is already letting us help participants and their families prevent or mitigate the impacts of some identified genetic risk factors, including cancer and heart disease.*[25]

Some of the results emanating from MyCode in terms of advancements in breast cancer genetics have been called out as among the most significant applications of medical genetics in the "Genomic Medicine Year in Review." BRCA1 and BRCA2 are genes associated with hereditary breast/ovarian cancer syndrome. They have a high degree of sequence variation, but the population prevalence of "pathogenic" and "more likely pathogenic" variance (P/LP) has not been known. The research team used 50,000+ whole exome sequences from MyCode to examine the frequency of P/LP variants, finding a frequency significantly higher than other estimates. Importantly, it was found that "almost half of all variant carriers did not meet current criteria for clinical testing, and of those meeting testing criteria, nearly half had not undergone clinical testing. Thus, 3/4 of at-risk women were not identified as such and are not benefiting from evidence-based interventions; this is a significant care gap with implications for population health."[26] This represents a prime example of how the assembly and analysis of big data enables robust functional impacts to be generated in clinical care.

24 Huntington Willard in "Luminaries Share Their Thoughts on Advances in 'Omics Over the Past Five Years." *Clinical Omics Magazine.* Vol. 6, Issue 2. March-April 2019.
25 https://www.geisinger.org/about-geisinger
26 Teri A. Manolio et al. 2019. "Genomic Medicine Year in Review: 2019."—"What We're Missing: Most BRCA1 and BRCA2 Variant Carriers are Undetected." The American Journal of Human Genetics 105. December 5, 2019. Reporting on original research by Manickam, K. et al. (2018) JAMA Netw Open. 1, e182140.

Action 2.3—Establish a small support stipend program for innovative postdocs to advance promising technologies. Innovative ideas can be imported by offering supported positions (perhaps joint between hospitals and universities) for those with interesting, vetted concepts in signature research areas.

Although the Joplin region currently lacks the deep bench of faculty scientists found in other regions with research-oriented universities and hospitals, the area is still a suitable location to advance new technologies. In addition to homegrown ideas, one possible approach to identifying promising talent and businesses is to target post-doctoral students and other recent PhD-level graduates with technology or business ideas. This model would be based on the Cyclotron Road program at Lawrence Berkeley National Lab, though obviously tailored to the Joplin region. As another example, the Sync Space Rural Health Accelerator provides an approach that targets health tech companies on the coast with a rural emphasis (see box).

Recent research from the National Bureau of Economic Research developed a cost index based on wages for scientists, engineers, support personnel, and land for development.[27] Their analysis found that the Joplin Region is the area where the production of R&D is the least expensive of all metropolitan areas studied. With a cost index of 87, Joplin is considerably more affordable for R&D than the national average, especially when compared to places like San Jose (127 cost index), Boston (116), or San Diego (115). It is possible that this cost advantage could make the region a viable home for attracting innovative startups concerned with the costs of doing business in expensive coastal locations.

Based on the identified areas of research presented in Action 2.1, it is envisioned that this program would be the region's primary attractor for innovative postdocs and other skilled scientists seeking to advance their potential commercial concepts.

Existing Stakeholders and Relevant Programs:	Currently, limited research activity and infrastructure are necessary to attract postdoctoral students without a stipend and associated projects. Missouri Southern State, Kansas City University, Freeman Health System and Mercy Joplin all make sense as logical partners for such a project moving forward, with financial support from the philanthropic and economic development sectors.
Lead Implementing Organizations:	Joplin Research and Innovation Collaborative
Prioritization:	High
Timing:	Long-Term

27 https://www.nber.org/system/files/working_papers/w30416/w30416.pdf



Potential Action Components:

- Deploy a competitive application process, with applications reviewed by an advisory board from the participating organizations.
- Assemble seed funding for the program to provide applicants with access to a moderate salary and benefits for two years.
- Provide space within the region's designated innovation centers or at other spaces across the Joplin region.
- Offer business development counseling and opportunities for introductions to capital providers able to support the ongoing development of promising start-up ventures.

Example: Sync Space Rural Health Incubator

The Sync Space Rural Health Incubator manages a direct "pipeline of resources" for regional entrepreneurs to develop and establish businesses in East Tennessee. The organization provides multiple services to young business owners and start-ups, including:

- 1-on-1 business management mentoring
- Investor pitching coaching and event hosting
- Innovation conference sponsoring
- Government partnership and research development
- Nationwide workforce and business networking

Sync Space has supported more than 200 startups in 2022 alone, ranging from regions like San Fransisco to New York City. They have successfully established investor pitching boot camps, funded multiple investor centers, and engaged companies in more than 7 national programs. Through more than a dozen corporate partnerships, Sync Space has additionally been able to relocate multiple businesses to the East Tennessee area.

Example: Cyclotron Road program at Lawrence Berkeley National Laboratory

Cyclotron Road is a not-for-profit venture accelerator captive to DOE Lawrence Berkeley Laboratory (LBL) at the University of California (UC) Berkeley. Through a competitive program, Cyclotron Road seeks entrepreneurs—typically recent PhDs and postdocs worldwide—with ideas for energy-related business dependent on the physical sciences. The accelerator program is aimed at bridging gaps between idea and commercialization and is aimed especially at high-potential businesses that do not start out as obvious candidates for venture capital funding because of outsized technical and/or market risks.

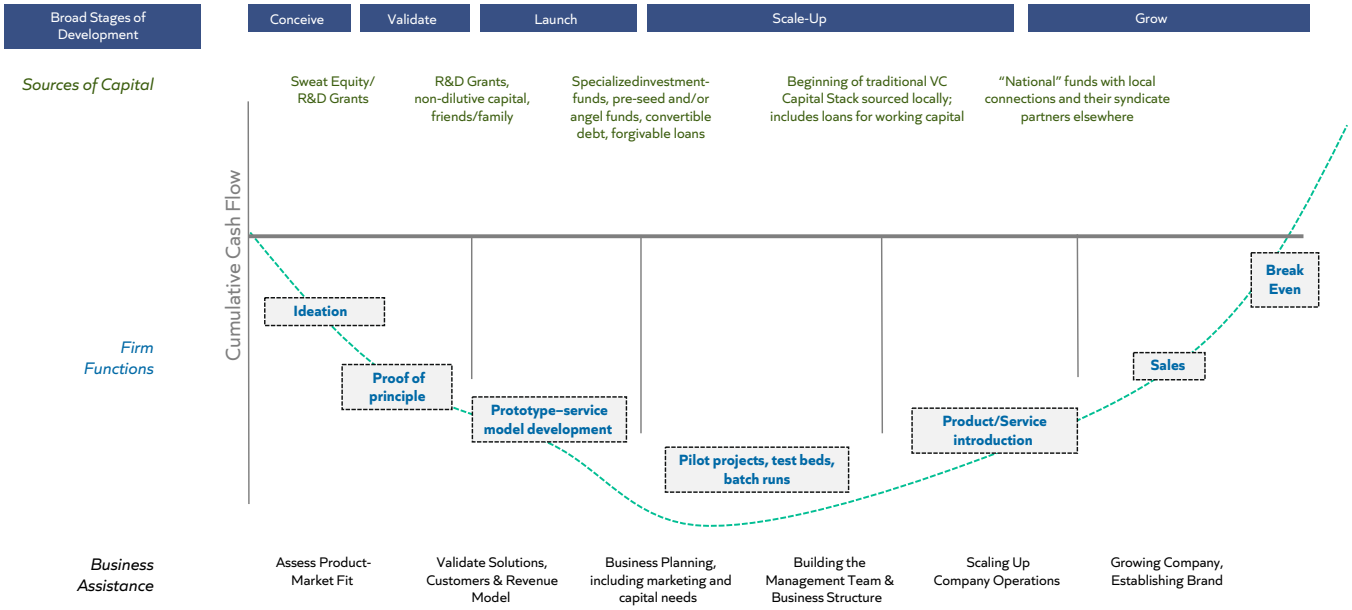
The accelerator provides a modest living stipend and health insurance to the selected entrepreneurs and complete access to the Lab, shop, user facilities, and (to an unspecified but clearly limited extent) the research services of LBL scientists so that entrepreneurs with energy-related ideas dependent on the physical sciences and engineering technology can prototype and "de-risk" venture ideas before entering into customer relationships and/or negotiation with private market investors. It also provides mentoring and connectivity of a kind completely conventional for private venture accelerators. Indeed, it is organized on a similar cohort basis, although cohorts are much longer (2 years) than the 12 weeks conventional in software/Internet sectors, and concludes with a typical "demo day" introducing graduates to private investors.

There were no capital costs involved in starting up Cyclotron Road because it is purely a virtual program. The Cyclotron Road program's success has led to it being recognized as a model for technology commercialization and innovation support within the national laboratory system. The program has been successful in fostering entrepreneurship and technology commercialization, leading to the spin-off of multiple companies based on the innovations developed by its fellows.

Action 2.4—Establish a pre-seed fund to help advance intellectual property (IP) commercialization and maximize connection building to Missouri funders and existing support programs. Seek to establish a moderate $1-2 million pre-seed fund to provide up to $50,000 seed investments in promising concepts.

Financial backing and support are key elements for successfully transitioning innovative ideas into new, marketable businesses. As shown in Figure 19, a range of capital sources may be required to meet a company's needs, depending on their stage of technology and business development. In a company's earliest stages, "sweat equity," R&D grants, nondilutive capital, and support from friends or family drive initial investment. Financial capital is especially important for helping entrepreneurs and startups overcome the "valley of death." At this stage, companies may face a critical gap in funding where they have likely exhausted the previous stages of capital and are not yet mature enough to begin accessing formalized venture capital or traditional debt markets. Specialized investment funds, convertible debt or forgivable loans, pre-seed funds, or angel investments are critical forms of risk capital to help companies succeed.

Figure 19: Sources of Capital, Firm Functions, and Business Assistance by Stage of Development



Source: TEConomy Partners, LLC.

Since 2010, there has been limited venture capital activity in the immediate Joplin Region. TEConomy analysis of Pitchbook data shows 15 total deals accounting for $62.4 million over the 13 years assessed (an average of 1.1 deals and $4.8 million in capital raised annually). As noted in Table 5, most of this deal flow has been driven by ZAF Energy Systems. It is worth noting that none of the companies listed are actively working in spaces directly related to healthcare and health sciences.

Table 5: Joplin Region Companies Identified in Pitchbook Database

Companies	Description	Total Raised	Year Founded
ZAF Energy Systems	Operator of a battery technologies company intended to develop high-performance batteries that are safe, environmentally responsible, sustainable, and economical.	50.27	2011
Æsir Technologies	Developer of battery technology designed to provide a viable and safe alternative to lithium-ion and lead-acid counterparts.	8.94	2011
BBC Electrical Services	Provider of electrical construction services intended to provide a safe workplace.	2	2005
LocalRaces	Developer of cloud-based race registration and event management software designed to process race participants, sponsors, and club member registrations.	0.15	2014
Roam Telecoms	Developer of clean and green tech solution designed to zero out everyday use from basic tech.		2017
Vivify Beverages	Producer of alcohol beverage products intended to address unmet consumer needs in the alcohol beverage space.		2015

Source: TEConomy Partners analysis of Pitchbook Data (2010-2022)

To improve the availability of venture capital in the Joplin Region and take advantage of the new ideas emanating from its research foci (Action 2.1), it is recommended that the Joplin region partner with community capital sources, nearby entrepreneurial service providers, and the state's technology-based economic development agency, Missouri Technology Corporation, to raise a capital fund that helps encourage small business growth within the region. It is recommended that such a fund be moderate in size (between $1-2 million) and focus on pre-seed investments, providing up to $50,000 seed investments in promising concepts. Given the relatively limited number of companies seeking investment, it might be possible that funds from the seed fund could go to piloting new programs or initiatives throughout the Joplin region.

Existing Stakeholders and Relevant Programs:	• The Missouri Technology Corporation has historically been a funder of the Joseph Newman Innovation Center. The MTC also has programs that can be used to encourage the availability of venture capital and entrepreneurial support services. • Various local financial institutions are a current provider of access to capital, though the pool is somewhat limited and unorganized for venture activity
Lead Implementing Organizations:	• Joplin Research and Innovation Collaborative
Prioritization:	High
Timing:	Long-Term

Potential Action Components:

- Identify programs at the state or federal level to tap into as a way of providing venture capital and entrepreneurial support.
- Identify sources of local investment for venture capital funds.
- Develop parameters for investment.
- Develop due diligence protocols for investment.

Action 2.5—Assure availability of incubator space and accelerator/mentor services. Assure budding entrepreneurs have access to space and support to advance early-stage commercial concepts.

Incubators and accelerators play an important role in the development of early-stage, technology-based businesses. One important way incubators can advance their client companies and add value to startups is by providing mentoring and startup support.

Historically, the Joplin region has had some success with developing startups through the Joseph Newman Innovation Center. There are opportunities to support this center further through the addition of value-added entrepreneurial support services, access to capital (Action 2.4), and other resources to serve small businesses. The region's growing information technology sector, in conjunction with a growing focus on community health and wellness, may attract companies wishing to use Joplin's unique population for testing and for piloting digital health technologies—these companies will all have facility and space needs.

Although the Joseph Newman Innovation Center offers suitable space for many types of small businesses, for companies developing innovative products, especially in the healthcare space, there may be a need for additional physical space. Given the nature of these types of facilities, there may be opportunities to align this incubator space with new developments at KCU Joplin or the new Missouri Southern State University Health Innovation building.

Instead of delivering services on its own, it is recommended that the Joplin Region pursue partnership opportunities with established entrepreneurial service providers with a deeper and more established network of connections and mentors. One example of an ideal partnership may be eFactory, an entrepreneurial support organization based in Springfield (see Example textbox). The eFactory is considered a best practice in offering support services to advance entrepreneurship, and they also have the cultural context necessary for working with companies in Southwest Missouri and elsewhere in the MOKAN region. The eFactory has been successful at scaling its operations across Southern Missouri and could be a strong fit for the Joplin region.

Existing Stakeholders and Relevant Programs:	• Joplin Area Chamber of Commerce and the Joseph Newman Innovation Center • Missouri Technology Corporation: Offers state funding through MOBEC awards and Physical Infrastructure Grants.
Lead Implementing Organizations:	• Joplin Area Chamber of Commerce • Missouri Southern State University • KCU Joplin
Prioritization:	High
Timing:	Mid-Term

Potential Action Components:

- Following on from 2.3 and 2.4—as promising research comes online—provide a space and support structure to germinate new businesses.
- Provide mentoring and support to startup activities.
- Provide physical space for product/service development.
- Advise on access to startup capital (seed funding, venture capital).

Example: eFactory Program Delivery

Missouri State University is creating an "eFactory" where a variety of innovation-focused programs are being delivered to the surrounding regions, including:

- Business planning and creation
- Financial management
- Workforce training
- Investor pitching
- Government contracting

The program's goal is to encourage and incentivize new, small businesses to root and be created in the region surrounding Missouri State University and in Springfield, MO, by creating various amenities and reducing the burden of managing a new business. The university also partners with multiple innovating companies and governments, including healthcare insurance, various financial institutions, the Springfield government, development holding corporations, and enterprise development funders.

Since its creation in 2013, the eFactory delivery program has supported more than 3,000 companies in development, workforce management, or scaling, and successfully created more than 2,900 jobs through client companies in the Springfield region.

VI. Strategy 3:

Advanced Healthcare Delivery

Advancing healthcare delivery to meet the region's unique community health challenges and increase workforce availability and productivity.

Rationale:

The healthcare delivery system within the region may become a leader in the development of an advanced healthcare delivery model that integrates technology, innovation, and new workforce skills to build an expanding position in digital health (Healthcare 4.0).[28] This strategy leverages emerging technologies to significantly improve regional healthcare access and outcomes via the use of telemedicine, medical IoT, remote patient monitoring, emerging AI solutions, and other technologies and innovative approaches to care **suited to enhancing healthcare in rural and small community settings**. Through enhancements to the healthcare system, this strategy will have the additional benefit of increasing patient access to care and overall community health, thereby promoting the economic development benefit of increased workforce participation and enhanced productivity levels across the economy (thereby boosting GDP).

The health and wellness of people living in Joplin and MOKAN Region is a key concern among primary and community care providers and is relevant to this strategic plan. Improving innovation and expansion in primary and community care can help improve access, the overall health of the Joplin Region, and the economy of the region.

Potential Impacts:

- Improve healthcare operational cost efficiency.
- Improve the health of the community.
- Improve workforce productivity.
- Increase workforce participation.
- Expand health market through telehealth/digital health platforms.
- Increase research and associated commercialization opportunities.

28 https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8423174/#:~:text=2020).,Figure%206

Strategic Actions:

- **Action 3.1**—Primary and community care delivery network expansion and coordination. Increase primary and family care networks in the community including addressing physician gaps, patient navigation, and financial assistance.
- **Action 3.2**—Become an early adopter of telehealth and digital health solutions. Expand the use of telehealth, remote patient monitoring, and similar patient-facing technologies to significantly improve health service access. Enhance broadband and transportation access to serve the needs of remote and disadvantaged populations.
- **Action 3.3**—Develop shared data architectures and resources to capture and analyze clinical and population health data. Leverage and integrate telehealth, patient-facing digital health and EMR data to seed research and innovation. Consider the launch of patient gene sequencing to build a shared resource for research and clinical care advancement.
- **Action 3.4**—Implement caregiver support technologies and workforce management systems. Adopt technologies to improve workforce efficiency, clinical decision making, workforce skills development, and labor productivity.
- **Action 3.5**—Care Model Innovation. Joint initiative to design, pilot, and implement changes to health roles and delivery models (new roles, flexible scheduling, remote workforce, shared employees/pool/agency).
- **Action 3.6**—Healthy Community Coalition. Joint coalition (delivery system, business, government) promoting and funding healthy community initiatives in schools, businesses, and the broader community.

Action 3.1— Primary and community care delivery network expansion and coordination. Increase primary and family care networks in the community, including addressing physician gaps, patient navigation, and financial assistance.

Recent studies have clearly shown that the Joplin region has a scarcity of primary and family care practitioners. This lack of frontline community health contributes to negative health outcomes across the region and more broadly impacts the health delivery system's stability. Over the next 10 years, public and private health payers will increasingly shift from fee-for-service payment models to value-based models tied directly to total quality and cost of care.[29] This shift to population-based payments will negatively impact providers with poor population health outcomes. An unhealthy population also contributes to lower economic productivity overall.

As an immediate first step, this action seeks to fill the provider gap through targeted recruitment, deployment, and additional training of primary care workers in the community. Its aspirational goal should be to boost primary care coverage to a level meeting the U.S. average (currently 1 practitioner per 1,310 of the population) and to support those practitioners with appropriate clinical and information technology so that they can work as efficiently and effectively as possible.

Aligned with Action 1.1, the strategy should also seek long-term approaches to encouraging local medical students to pursue a career in rural primary care through scholarships, special studies, immersion programs, residencies, etc.

The region should also employ non-physician resources (nurse practitioners, community health professionals, patient navigators) and use mobile health clinics to further address community access gaps.

29 https://innovation.cms.gov/strategic-direction#

This action will enhance regional economic development through expanding patient volumes, adding primary care jobs, and increasing downstream patient revenue in the broader health system.

By providing sufficient frontline staff, community members will be able to access primary health services and better manage chronic disease, improving population health outcomes over time.

Existing Stakeholders and Relevant Programs:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU • Philanthropic Organizations
Lead Implementing Organizations:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry
Prioritization:	High
Timing:	Immediate

Potential Action Components:

- Establishment of a Primary/Family Care action team comprised of key delivery system, higher education, and community stakeholders to own the strategy and implementation.
- Agreement on a regional based "goal state" for primary care, considering physician, nursing, allied health, and community health worker requirements. This goal should aspire to provide coverage equivalent to the U.S. average.
- Establish a shared action plan to recruit, train and deploy primary/family care practitioners through existing delivery organizations.
- Coordinate with local medical (KCU-Joplin) and nursing schools (MSSU, Crowder, et al.) to specifically bolster the regional primary care network through internships and residencies.
- Provide funding (private and philanthropic) to support recruitment incentives (bonuses, housing support, etc.)
- Train and deploy health navigators/community health workers for specific populations (geographic, disease specific) as needed.
- Explore/expand mobile specialty clinics for specific populations.
- Maximize coverage options for in-need populations (e.g.: Medicaid re-enrollment, pro-bono care).
- Advocate for appropriate coverage from key payer groups (public and private).
- Increase community knowledge of health services and options through targeted communication campaigns.

Examples:

Hawaii Island Family Medicine Residency, Hilo, HA[30]

(HIFMR) is a locally managed residency program that aims to train 4-6 family practice residents annually and encourage them to stay and practice in rural Hawaii after graduation. Residents work with other providers, such as Advanced Practice Registered Nurses (APRNs), behavioral psychologists, community health workers, and clinical pharmacists to care for their patients' needs. Of five graduating classes to date, over 85% have remained in the state to practice.

University of Missouri - Rural Scholars Program and Health Immersion Initiative[31]

The University of Missouri has established a Rural Scholars program to improve the supply and distribution of physicians in rural Missouri. The program is designed to offer students a variety of educational and hands-on experiences around rural healthcare. As part of the program, a Clinical Rural Immersion (CRI) initiative was set up to provide medical students with a 2-week immersive experience in rural health.

St Mary's Health Wagon of Central Appalachia - Mobile Outreach Services[32]

Like numerous examples across the country, the Health Wagon of Central Appalachia is a nonprofit organization providing healthcare services to residents in Southwest Virginia, including primary care, preventive care, chronic disease management, dental, vision care, and select specialty care. Care is delivered by mobile health clinics servicing 13 locations augmented by three stationary clinics. The St Mary's Health Wagon is funded by a variety of sources, including individual donations, grants, and government funding.

Missouri Health Professional Loan Repayment Program[33]

The Health Professional Loan and Loan Repayment programs administered by the Department of Health and Senior Services (DHSS) are designed to increase access to health care for Missourians in Health Professional Shortage Areas (HPSAs). In parts of Missouri, a shortage of primary health care providers makes it difficult for low-income, uninsured, and geographically isolated Missourians to receive health care. By working with health care providers and communities, access to care can be improved for the underserved.

30 https://www.hifmr.org/
31 https://medicine.missouri.edu/offices-programs/education/rural-scholars-program/
32 https://thehealthwagon.org/mobile-clinics/
33 https://health.mo.gov/living/families/primarycare/hpl-lr/

Action 3.2—Become an early adopter of telehealth and digital health solutions. Expand the use of telehealth, remote patient monitoring, and similar patient-facing technologies to significantly improve health service access. Enhance broadband and transportation access to serve the needs of remote and disadvantaged populations.

This action seeks to closely monitor advances in patient-facing and telehealth technologies and develop shared strategies for their promotion and usage across the region.

AI, mobile computing, remote monitoring, and telehealth technologies have the potential to transform health delivery in the JRAH region over the next 5-10 years. Greater digitalization and virtualization of care will help to overcome the physical access limitations of traditional, site-based clinic locations, yielding:

- Better informed patients
- Reduced wait times for care
- Improved data collection
- Enhanced caregiver productivity

These technologies are gaining ground rapidly, as evidenced by the recent uptake of telehealth during the COVID-19 pandemic. Increasingly, governments and other payers are encouraging their use as a way to deliver sustainable health outcomes at a lower cost. Telehealth will also be a critical tool for training and supporting care teams in rural locations through virtualized communications with specialist and tertiary centers.

Figure 20: Snapshot of Telehealth Usage

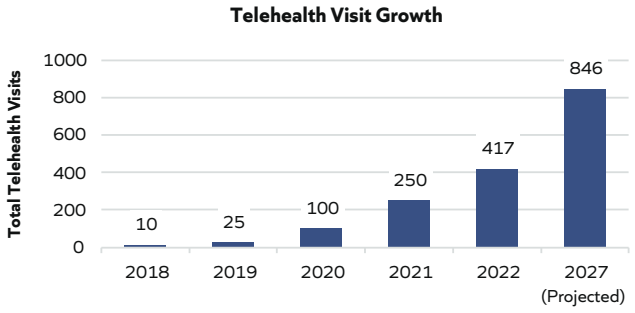
Key modalities:
- Synchronous –virtual visit
- Asynchronous –patient portal, questions/texting
- Remote patient monitoring
- Direct to patient or caregiver assist

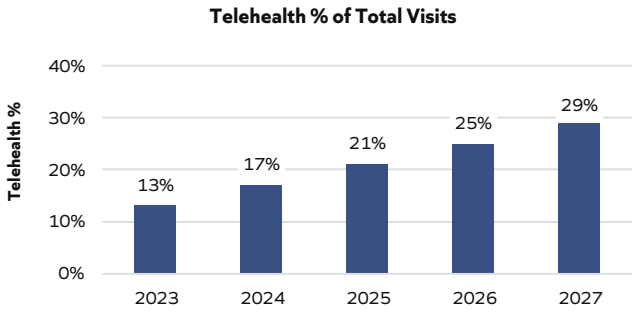
Leading specialties:
- Behavioral health
- Radiology
- Pediatrics and family care
- Cardiology

As much as 25% of total visits by 2027

Interview feedback: should be expanded for community outreach and improved access in rural communities

Missouri was 41st in adoption of Telehealth in 2022





From an economic development perspective, telehealth and patient-facing platforms should improve system efficiency by increasing patient throughput over time, reducing the friction patients experience when accessing care (wait times, travel times, navigation questions) and improving caregiver productivity. This system-level capability will also "seed" innovation and business opportunities through the capture of patient data, which can support clinical research and population health analytics (See Action 3.3). There will also be additional jobs generated through the establishment and maintenance of telehealth, digital health, data architectures, and their associated tools.

While caregivers across the region have in the past received moderate exposure to these technologies, there remain several barriers to regional expansion (technical, cultural, and financial) that could be better managed through joint commitment.

Existing Stakeholders and Relevant Programs:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU • Philanthropic organizations
Lead Implementing Organizations:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System
Prioritization:	High
Timing:	Near Term

Potential Action Components:

- Identify, plan, and facilitate the rollout of transformational digital health technologies in the areas of healthy life-styles/wellness, health access in the community, and chronic disease management.
- Establish a shared initiative to expand Telehealth/Virtual health services across the community. Expand broadband coverage to remote locations. Provide funding support for infrastructure development, data plan costs, and training of caregivers and community members.
- Facilitate and accelerate direct patient scheduling/communication with caregiver network.
- Aligned with Action 3.3, explore and develop health data management requirements and opportunities from access to patient data.
- Aligned with Action 2.2, seek shared initiatives (Higher Ed and Delivery System) to drive research, rollout, and funding.
- Formulate and execute a sustainable patient transport strategy across the region.
- Actively seek grant funding to support expansion of the Telehealth platform (Health Resources and Services Administration, Federal Communications Commission, other regional philanthropies).
- Adopt new innovations to drive economic development.

Examples:

Rural Arizona Mobile Telehealth Initiative[34]

The Rural Arizona Mobile Telehealth initiative works to expand healthcare and telehealth, through the implementation of broadband infrastructure to rural communities. In northern rural Arizona, the project prioritized three aspects of telehealth:

- Real-time communication through two-way connection and consultation over phone and video.
- Store information in remote and cloud-based databases that remains forwardable to other rural healthcare providers.
- Remote patient monitoring availability for doctors across long distances allowing for vital-checking and data recording without requiring large amounts of travel.

Emergency vehicles, specifically ambulances, have been additionally commissioned and sponsored to implement telehealth measures to reduce inefficient travel and emergency visits. As a result, 12-lead EKG transmissions has more than doubled since 2018, leading to a greatly reduced mortality rate during transportation. Chronic disease education participation, because of the telehealth network expansion, increased from 2% in July 2017 to 26% in 2019.

Show-Me ECHO, University of Missouri[35]

Show-Me ECHO (Extension for Community Healthcare Outcomes) uses videoconferencing to connect interdisciplinary teams of experts with primary care clinicians and other professionals. They collaborate in interactive case-based learning to develop advanced skills and best practices, which improves patient care access, quality, and efficiency. It aims to build capacity among primary care providers in rural areas by connecting them with specialist teams through videoconferencing technology. Through regular virtual meetings called ECHO sessions, primary care providers present patient cases to specialist teams and receive guidance on diagnosis, treatment plans, and management strategies.

North Carolina Telehealth Network Association[36]

This is a nonprofit technology company that works to enable Telehealth across the state for public and nonprofit healthcare providers focusing on broadband connectivity and access to federally funded discounts for eligible providers. The NCTNA provides members access to a secure, state-wide fiber-optic network for telehealth processing.

Rural Health Information Hub (RHI Hub)[37]

Supported by the Health Resources and Services Administration (HRSA), the RHI Hub provides a range of design and implementation tools supporting telehealth platforms in rural areas including ongoing research, links to regional telehealth organizations, funding sources, and design and implementation tools.

34 https://www.ruralhealthinfo.org/rural-monitor/improving-rural-emergency-care
35 https://showmeecho.org/
36 https://nctna.org/
37 https://www.ruralhealthinfo.org/topics/telehealth

National Consortium of Telehealth Resource Centers (NCTRC)[38]

The NCTRC is a collaborative of 14 regional and two national Telehealth Resource Centers (TRCs), committed to implementing telehealth programs for rural and underserved communities. Funded by the U.S. Department of Health and Human Services and Health Resources and Services Administration (HRSA), the NCTRC provides timely and accurate information on telehealth across the nation.

New Growth Transit, West Central Missouri[39]

New Growth Transit, an affiliate of the West Central Missouri Community Action Agency, is a volunteer network that provides transportation to residents within the region. The volunteer drivers are reimbursed per mile via a stipend, and currently serve 12 counties in the West Central Region of Missouri. Ridesharing is personalized and scheduled on an individual basis, rather than following fixed routes and times. More than 106 transportation networks have been established, leading to successful development of more than 1,200 food distribution nodes and events. The program also directly led to residents attending more than 3,300 wellness events and classes that they would not have had access to otherwise. Expanding this program to Joplin could be a small but impactful step towards resolving transportation gaps.

38 https://telehealthresourcecenter.org/
39 https://newgrowthmo.org/rural-living/transportation/

Action 3.3—Develop shared data architectures and resources to capture and analyze clinical and population health data. Leverage and integrate telehealth, patient-facing digital health and EMR data to seed research and innovation. Consider the launch of patient gene sequencing to build a shared resource for research and clinical care advancement.

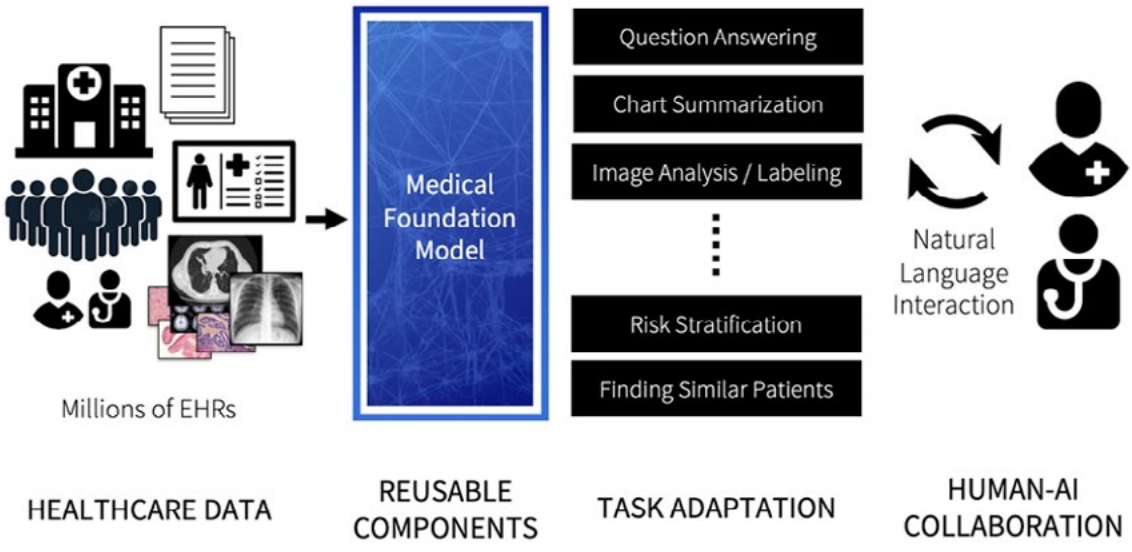
Actions 3.1 and 3.2 address the primary care workforce shortage while establishing the digital foundation for care delivery to the community. Action 3.3 seeks to capitalize this digitization through system-level approach to health data capture, analysis, and clinical innovation.

TEConomy recommends an active partnership be established to implement a shared health data infrastructure leveraging the priorities, skills, and technologies from both the higher education and health delivery sectors. This action would be closely aligned with Actions 1.3, 2.1, and 2.2.

Through this strategy, data captured from digital health, remote diagnostics and telehealth applications can be combined with existing EMR systems to support research and innovation in areas such as:

- **Population Health**—longitudinal health studies, geo-spatial analysis, population data analytics, social determinants of health studies, and public health surveillance.
- **Diagnostics and Treatment**—remote data monitoring, real world data capture, natural language processing, predictive analytics, and clinical decision support.
- **Health Operations Management**—patient flow analysis, workflow optimization, capacity management, supply chain management, and business intelligence.

Figure 21: Areas of Innovation Related to Healthcare Data Capture



Source: Jason Fries, Stanford University, Center for Artificial Intelligence in Medicine and Imaging.

Also, in line with trends in personalized medicine, the Joplin Region could consider the launch of patient **gene sequencing services** and associated opportunities for clinical research and medical advancement.

This will require a more sophisticated and holistic level of data architecture and management. This would be accomplished through a structured program of joint development, including required:

- **Infrastructure development** –data capture and integration, data storage, analytical tools
- **Data governance**—data standardization, stewardship, and security
- **Collaborative Research**—joint study design, data collection, analysis, and publication
- **Selected commercialization**—new tools, new insights, applied solutions.

Existing Stakeholders and Relevant Programs:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU • County health departments • Philanthropic organizations
Lead Implementing Organizations:	TBD
Prioritization:	High
Timing:	Mid Term

Potential Action Components:

- Conduct a shared Needs Assessment across existing health data infrastructure and management services. Determine gaps in existing infrastructure and data sources. Identify shared data analysis opportunities and required investment in line with other regional health and education priorities.
- Establishing joint program for health data infrastructure development to include shared data structures (e.g.: data integration, data lakes, analytical tools), governance frameworks and maintenance responsibilities.
- Work through HIPAA and associated privacy and consent requirements.
- As infrastructure rolls out, conduct collaborative research in areas of population health, care delivery and operations management.
- Provide data and expertise to shared research. Leverage insights and innovations (new products/approaches) within the broader Delivery System.
- Establish associated health data science training programs for researchers, caregivers, and IT support personnel.
- Establish a gene sequencing and counseling service. Use data to seed additional clinical research.
- Actively seek grant funding to support expansion of data and analysis infrastructure (HRSA, Patient Centered Outcomes Research Institute (PCORI), Robert Wood Johnson Foundation, other regional philanthropies)
- Commercialize and apply research-driven insights and solutions as appropriate.

Examples:

Hampton Roads Biomedical Research Consortium

The Hampton Roads Biomedical Research Consortium (HRBRC) is a state-sponsored partnership between Old Dominion University, Eastern Virginia Medical School, Sentara Healthcare, and Norfolk State University. HRBRC's objective is to address health disparities, jumpstart scientific research, and advance bio-health development and innovation within the region. By partnering with community leaders, entrepreneurs, scientists, and professionals in government and industry, the Consortium has successfully established a robust innovation pipeline in Virginia. The Consortium is also now lab-capable, developing and creating a prototyping and integration center as well as 5G research locations. Multiple training, research, and biomedical centers have also been opened across the state.

University of California at San Francisco—Biostatistics and Population Health[40]

The UCSF Epidemiology and Biostatistics Program is a top-ranked program that offers PhD, MAS, and Certificate programs in epidemiology and biostatistics. Local hospitals are actively collaborating with UCSF to enhance the quality of care provided to patients through research collaboration, data analysis and interpretation, quality improvement initiatives and education and training. UCSF provides access to a variety of health datasets covering: Population Health, Medicare/Medicaid, Health Cost and Quality, Health Equity, Health Policy, Public Health, and Social Services.

40 https://epibiostat.ucsf.edu/, https://guides.ucsf.edu/pophealthdata/national

Action 3.4—Implement caregiver support technologies and workforce management systems. Adopt technologies to improve workforce efficiency, clinical decision making, workforce skills development, and labor productivity.

This action seeks to closely monitor advances in caregiver support technologies and develop shared strategies for their promotion and usage across the region. This should be an active partnership between higher education, health science research, and health delivery sectors.

This will include new technologies supporting:

- **Diagnostic and clinical decision support**—Automated guidelines adherence, image and pattern recognition, smart sensors, dosage calculation, predictive analytics.
- **Surgical/procedural support**—anatomical visualization, augmented reality, real time sensors, robotic surgical platforms.
- **Clinical documentation**—Voice-to-text transcription, point-of-care documentation, ambient clinical intelligence.
- **Cross team coordination**—EHR interoperability, care management platforms, unified communication platforms.
- **Patient/Family communication**—synchronous and asynchronous communication, medication reminders, and appointment scheduling.

Although management of these applications has traditionally been the responsibility of individual provider networks, Action 3.4 seeks to build on those foundations through shared research and development of new solutions in decision support, informatics, and administrative support.

This action would also monitor advances in EdTech (e.g., Micro Learning, AR/VR, Online/Remote Training, and AI) as well as advanced education management systems to develop shared strategies for their promotion, development, or deployment across the region.

Existing Stakeholders and Relevant Programs:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU • Crowder College • Pittsburg State University
Lead Implementing Organizations:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System
Prioritization:	High
Timing:	Mid Term

Potential Action Components:

- Continue to evolve and improve Acute Delivery system clinical information infrastructure (as per organization IT strategies).
- Identify, plan, and facilitate the rollout of transformational care giver support technologies in both primary and acute care leveraging shared data and research infrastructure. Areas to include: clinical decision support, predictive and prescriptive analytics, smart sensor and robotics technologies, clinical documentation, caregiver communications, etc.
- Seek shared initiatives to drive research, rollout, and funding.
- Apply ongoing research to front-line care delivery from data obtained.
- Aligned with Action 2.1, work with Higher Ed to leverage disruptive technologies in EdTech (AR/VR, Online, Micro-learning, AI) that improves the skills of front-line clinicians.
- Actively work with Higher Ed to co-develop content for CPE tracks as well as new micro-credentialing programs.
- In conjunction with Action 3.2 configure both patient and caregiver scheduling systems to support Telehealth/ Virtual Care (synchronous, asynchronous, caregiver assist, remote patient monitoring).
- Support Delivery System HR Strategies to strengthen staff retention and career development

Examples:

Brigham and Women's Hospital, MA—AI-Supported Cancer Predictive Analytics[41]

A study from researchers from the Mahmood Lab at Brigham and Women's Hospital uses AI to combine multiple types of data from different sources to predict patient outcomes for 14 different types of cancer. The model interprets several sources of data, including genomic sequencing, pathology, and patient history, to diagnose and predict different types of cancer. Experts see the tool's ability to integrate and predict outcomes from multiple sources as a significant advance.

Vanderbilt University Medical Center (VUMC), TN—Using Large Language Models to Support Clinical Decision Support[42]

VUMC conducted research validating ChatGPT explanation of 65 patient clinical alerts compared to those elicited from clinical experts. The study found that ChatGPT was competitive with human expert input and could further provide valuable insights refining CDS tools, ultimately improving alert fatigue among clinicians. "AI-generated suggestions could be an important complementary part of optimizing CDS alerts, can identify potential improvements to alert logic and support their implementation, and may even be able to assist experts in formulating their own suggestions for CDS."

Northwell Health System, NY—AI-Supported Clinical Risk Assessment[43]

Northwell Health has made significant advances in applying AI to clinical risk assessment across a range of patient situations including identifying patient risk for respiratory failure, patient falls, medication errors, and readmission. Northwell uses machine learning to train patient risk models from their extensive EMR system and apply the learnings to hands-on patient care.

41 https://www.brighamandwomens.org/about-bwh/newsroom/research-briefs-detail?id=4227#
42 https://academic.oup.com/jamia/article/30/7/1237/7136722?
43 https://feinstein.northwell.edu/news/the-latest/machine-learning-tool-predicts-respiratory-failure-in-covid-19-patients

Action 3.5—Care Model Innovation. Joint initiative to design, pilot, and implement changes to health roles and delivery models (new roles, flexible scheduling, remote workforce, shared employees/pool/agency).

This action seeks a shared approach to workforce design based on the investments made and lessons learned from other strategic actions in higher education and advanced care delivery. Specifically, it will focus on innovations involving:

- **Job design**—for delivery system jobs including direct clinical, diagnostic, and clinical support, patient and information management, and support services.
- **Team design**—covering multidisciplinary team structure, team processes, and continuity of care between teams.
- **Resource management**—including staff sourcing/scheduling, site of care deployment and overall workforce management.

Workforce design will be greatly influenced by the disruptive technologies discussed in Appendix 2—Major Technology Trends Disrupting Education and Healthcare. Healthcare is likely to experience the formation of entirely new jobs/roles, greater job specialization of existing jobs, increased use of more sophisticated tools, and improved multidisciplinary coordination overall. With telehealth enabled consultations, health professionals will increasingly deliver care virtually. Interoperable EMR systems and communications platforms will enable decentralized coordination across care teams.

In time, with advances in precision medicine, care will become more personalized, and inpatient demand will shift to more ambulatory and home-based settings. A more comprehensive view of workforce requirements across the system will assist with overall staff scheduling and capacity management.

Action 3.5 will generate economic development mainly through increased labor productivity and cost efficiency of the broader health workforce. As with Action 3.4, there will also be greater EdTech opportunities through tertiary and ongoing professional development.

Given the regional management talent residing in both the Higher Education and Delivery sectors, multiple opportunities for shared innovation may be anticipated.

Existing Stakeholders and Relevant Programs:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU • Crowder College • Pittsburg State University • County health departments • Philanthropic organizations
Lead Implementing Organizations:	• Primary care organizations (Access, other) • Freeman Health System • Mercy Health System • KCU Colleges of Medicine and Dentistry • MSSU
Prioritization:	Medium
Timing:	Mid-term

Potential Action Components:

- Participate in shared workforce needs assessment (Delivery and Higher Education) aligned with Actions 1.3 and 1.4. Identify anticipated clinical and technology driven changes to clinical job definitions and associated care models.
- Make changes to tertiary and CPE curricula to reflect ongoing workforce design changes.
- Proactively plan for specialization and "site of care" shifts (e.g.: ambulatory, virtual, home) that will impact skills, teaming, and resource deployment (See Action 3.2).
- Identify joint areas for research and development programs, specifically those focused on the impacts of disruptive technology (AI, IOT, Robotics, etc.) on workforce design.
- Address training of important non-clinical support staff (i.e.: telehealth, data analytics, etc.).
- Commercialize and apply insights from research as appropriate.

Examples:

University of Colorado Health[44] —use of AI to Improve Patient Flow

UC Health has implemented an AI-driven platform that analyzes data collected from their EMR and other systems to optimize patient flow and transport across internal departments (ED, Inpatient Units, Surgery, etc.) and downstream facilities (external discharge). The tool provides a system-wide dashboard, predicts bed demands, highlights potential bed deficits, and supports overall capacity planning and resource allocation across shifts. Outcomes include reductions in ED admit times, quicker ICU transfers, and reductions in lengths of stay.

National Health Service (NHS)[45]—Transformation Directorate, England

The NHS Transformation Directorate acts as an aggregator and coordinator of innovations in healthcare technologies across the public system. It develops and manages essential tools and approaches for digital transformation, including a data strategy, an applied AI Lab, an Information Governance portal, remote monitoring tools, and infrastructure to support collaboration in digital health across care teams.

Evolve Health Alliance

The Evolve Health Alliance is a collective effort and organization by health systems in Florida, North Carolina, Michigan, Utah, New York, and Ohio to address diversity, well-being, and retainment of regional workforces. The core tenets of this alliance include the following:

- Information sharing: The health systems involved in the alliance share data regarding best practices, workforce analytics, diversity program results, and reciprocal staffing and expertise-sharing agreements.
- Staff sharing: Beginning in the COVID-19 pandemic, health institutions share teams of upwards of 40 doctors, nurses, and auxiliary health staff to meet workforce gaps and seasonal shortages.
- Leadership development: The member organizations, from 2022 onward, host leadership development programs that allow members from each health system to participate in skills development in leadership, administration, and management. This program is additionally open to nonclinical staff, expanding the opportunities for the health system workforce to maintain an education and up-to-date administrative staff.

44 https://www.hcinnovationgroup.com/analytics-ai/predictive-analytics/article/21247463/at-uchealth-reengineering-bed-capacity-management-in-real-time
45 https://transform.england.nhs.uk/key-tools-and-info/

Action 3.6—Healthy Community Coalition. Joint coalition (delivery system, business, government) promoting and funding healthy community initiatives in schools, businesses, and the broader community.

Like many communities in the United States, the Joplin Region benefits from a having multiple organizations (government, delivery system, philanthropic) that seek to promote health and well-being for its citizens.[46] These groups have separate charters, staff, and budgets. When they do collaborate, they tend to operate in a loose collective with variable results. Stakeholder feedback during the analysis phase highlighted the need for stronger integration and coordination of these community groups.

Community Health Needs Assessments performed by various groups over the past 5 years are clear on current community health shortcomings; however, the implementation of programs to address these disparities is not well-funded and suffers from a lack of a unified approach. It could also benefit from greater participation from Higher Education stakeholders.

While Action 3.1 seeks to close the workforce gap specifically in primary care, Action 3.6 casts a wider scope, aiming to improve coordination and strengthen community and population health outcomes by mobilizing a broader group of stakeholders including delivery systems, government health departments, private community groups and more. It is recommended that the JRAH establish a "Healthy Community Coalition" to better engage existing stakeholders in a more expansive and unified approach.

Based on an initial scoping exercise, this could include stronger integration of existing community health programs and, in line with action 3.3, expand targeted research and development in areas such as population health management, health equity, and the social determinants of health.

Additional scope could include programs that promote community attractiveness including built infrastructure which support broader workforce recruitment strategies.

A more comprehensive approach to community and population health will also increase economic development through:

- A healthier workforce, with fewer productive days lost to disability and illness.
- More jobs supporting health delivery and education based in the community.
- Attracting health and nonhealth professionals to Joplin through built infrastructure initiatives.
- Attracting and retaining new businesses through a better understanding of the relative strengths and weaknesses of the population and rural economies more broadly.
- Targeted research and development opportunities (see Action 3.3) in rural health, biostatistics, health informatics, population health, and innovations that accrue from this work.

46 https://www.joplinmo.org/440/Community-Resource-Guide

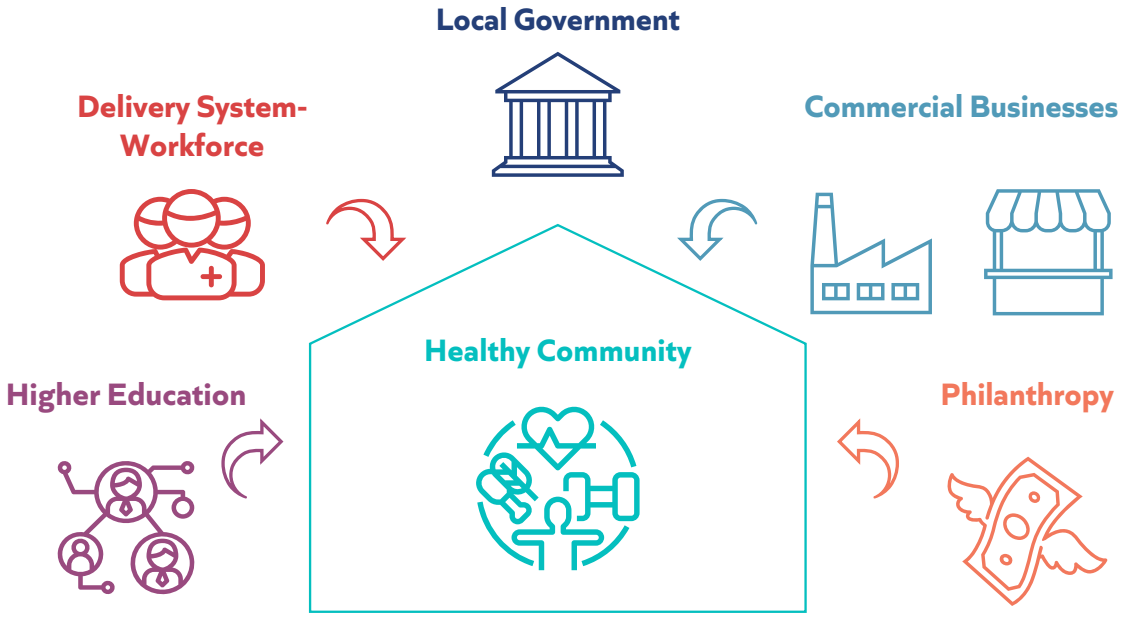
Existing Stakeholders and Relevant Programs:	• Health Departments (county and city based)
	• Primary care organizations (Access, other)
	• Freeman Health System
	• Mercy Health System
	• KCU Colleges of Medicine and Dentistry
	• MSSU
	• Crowder College
	• Pittsburg State University
	• Philanthropic organizations
	• City of Joplin
	• Joplin Chamber of Commerce
	• Other local/regional health related programs
	  • Healthy Joplin
	  • OneJoplin

Lead Implementing Organizations:	• Newly established Healthy Community Coalition
Prioritization:	High
Timing:	Short Term

Potential Action Components:

- Establish central coalition to network, coordinate and direct common community health programs with clear governance and secured funding.
- Define a shared charter and multiyear strategy across key community stakeholders (government, business, education, delivery, community members).
- Conduct an initial scoping exercise considering priorities from existing Community Health Needs Assessments. Prepare a shared action plan and budget.
- Participate, coordinate, and align existing population health initiatives deployed by delivery system partners.
- Guide community health education initiatives.
- Aligned with Action 3.2, encourage adoption of patient-facing digital health technologies.
- Manage data collection and reporting around critical community health outcomes/KPI's.
- Scope of management to include health equity issues and social determinants of health.
- Coalition scope to include community attractiveness projects and built infrastructure (e.g., shared spaces, bike and hiking trails, food options) related to healthy communities.

Figure 22: Visualization of the Joplin Healthy Community Coalition



- One organization, shared strategy, one management
- Appropriately resourced
- Shared community health initiatives
- Built infrastructure to improve attractiveness and healthy lifestyles
- Tax abatements/incentives

Source: TEConomy Partners, LLC .

Examples:

Health Care Collaborative of Rural Missouri (HCC)[47], Lafayette MO

Made up of over 40 organizations, the HCC provides a range of community health, advocacy, transport, and health education services to 5 counties in western Missouri. Community-based programs include case management, counseling and assessment, health education, transportation, translation services, rural health professional recruitment, ACA Marketplace enrollment, Medicaid and Medicare enrollment, and more. Collaborative membership is comprised of primary and community care providers, local hospitals, school districts, community NGOs, local churches and charities, local business leaders, and county health departments. It receives funding from federal and state grants, private donations, and membership dues.

Thrive Regional Partnership in the Chattanooga Area

The Thrive Regional Partnership is a coalition of 16 neighboring counties across state lines in Alabama, Georgia, and Tennessee. By convening stakeholders across a wider variety of demographics and constituents, the county governments were successful in petitioning the federal government for resources. They were additionally successful in organizing and distributing those resources across participant schools. Successes include the following:

- Secured federal transportation grant through inter-state freight partnerships (one of four regions in the country to do so successfully).
- Developed personalized resource utilization plans and provided digital management tools to 15 rural communities in the area to expand education efforts.
- Created an open-source Geo hub that allows the public and policymakers to access organized and up-to-date information about the region, the partnership, and participating education institutions.

Rural Wisconsin Health Cooperative

The Rural Wisconsin Health Cooperative is a coalition of 44 rural hospitals dedicated to sharing medical and surgical resources across historically underserved areas. The cooperative is owned equally by participating members and, since its inception in 1979, has accomplished significant gains in the following areas through its networking, resource sharing, and government petitioning:

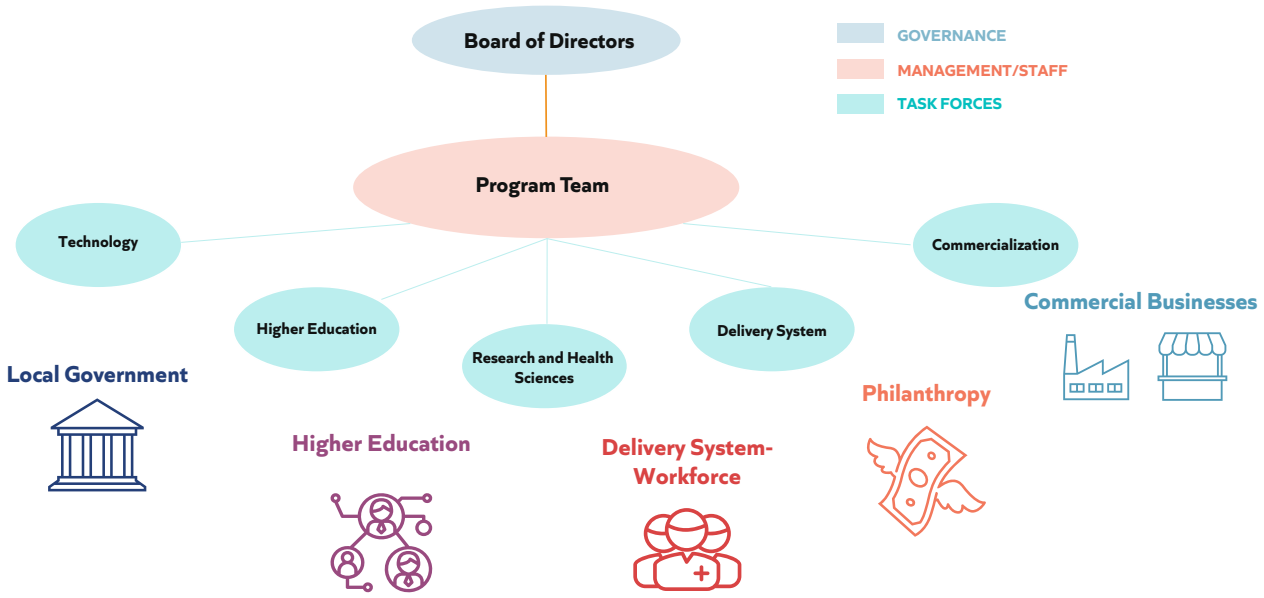
- Workforce retention, upskilling, and distribution
- Developing education efforts throughout rural communities
- Maintaining Medicare/Medicaid funding for less regulated areas
- Reimbursement for community-led health initiatives

47 https://hccnetwork.org/about/#

VII. Organizing for Success

Many of the strategies and actions highlighted above rely heavily on the Joplin Regional Alliance for Healthcare and Health Sciences (JRAH) to play either a leadership or complementary role. As a result, it is recommended that the JRAH act as an anchor and help enhance the region's ability to organize for success. This would entail a new charter based on the strategies and actions outlined above, sources of shared funding, a dedicated staff and leadership model, and the support of interdisciplinary task forces that help to enable the implementation of the plan. Figure 23 provides a visualization of this approach.

Figure 23: Organization Model for Joplin Regional Alliance for Healthcare and Health Sciences



Source: TEConomy Partners, LLC.

It is recommended that the board of directors be similar to the current JRAH composition and be comprised of business leaders across higher education, health delivery, local government, local business, and community representatives. Central to the success of this leadership model is the ability to tap into leadership at the highest levels of an organization and ensure that these roles are able to stay actively involved, even across transitions.

To help enact the actions outlined in this strategic document, it is also recommended that the JRAH develop a program management team. It is envisioned that this small team (2-3 FTE's initially) would manage the work effort, including mobilizing and managing resources, executing an agreed program of work, communicating program progress to the Board and other stakeholders, estimating and managing required financial and technical resources, and ensuring on-time, on-budget delivery. The program staff would also work closely with the various task forces outlined in Figure 23. It is envisioned that these task forces are comprised of part and full-time teams of subject matter experts, arranged by program/project area. The task forces would work to define outcomes, workplans and timeframes across their various topics.

Key factors behind the success of such a model are the effective inter-organizational collaboration among the various actors. It is intended that the JRAH be an alliance and not dominated by any single sector or institutions. The ability for organizations to agree on facts, priorities, and ideal end-states will also be critical, as communication and the levelling of expectations will be necessary both at the onset of the project, and throughout the various tranches. It is also important to note that adequate personnel and financial support will be necessary for these actions to see success.

Importantly, a key factor for the success of this project is the ability for tangible benefits to flow from both individuals and groups. The value of such an approach is that the various actors in the healthcare and health sciences ecosystem are able to benefit from the investments they make. As outlined in Figure 24, individual stakeholder investments and benefits can drive something greater for the broader community.

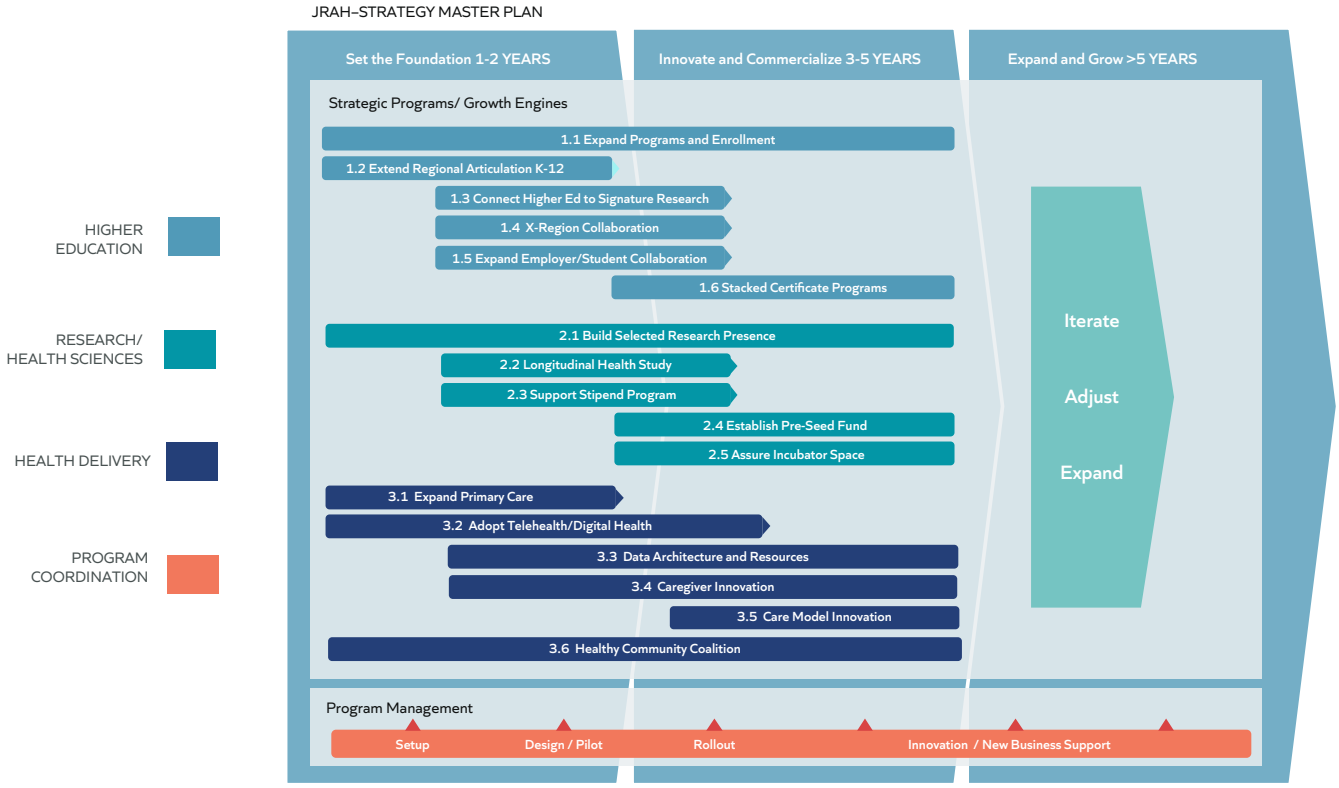
Figure 24: Shared Investments and Shared Benefits



Source: TEConomy Partners, LLC.

Moving forward, it will be important that the JRAH act with both intentionality and vigor to achieve its lofty ambitions and advance its healthcare and health sciences sector. In the earliest stages, there are several strategic programs and growth engines that can serve as anchors for the strategy; it is recommended that these actions be pursued immediately, or else within the first two years. Furthermore, it is important that the region continues to iterate, adjust, and expand their models to align with new trends and thinking. Figure 25 seeks to approximate the timing of the various actions and strategies outlined in this document.

Figure 25: Envisioned Timeline of Strategic Plan



Source: TEConomy Partners, LLC.

Ultimately, the success of this strategic plan will rest on the ability of the Joplin Region to implement it. It is believed that the JRAH can act as the strong backbone organization to support such ambition, but this initiative requires both investment and patience.

Conclusion

Joplin and the multicounty MOKAN region benefit from the presence of multiple signature assets in healthcare and higher education that present a robust platform for ongoing economic growth. Aligning healthcare workforce demands and regional higher education programming will provide a multifaceted series of benefits for the region—bringing students (and their dollars) into the community for education, increasing opportunities for students to gain stable employment in the region with good prospects for career advancement, and improving the quality of regional care while lowering costs. As the higher education and healthcare sectors advance collaborations, opportunities will also exist to build distinctive R&D programs designed to improve both systems and spark innovations that engender entrepreneurship and the growth of new and existing regional business enterprises. Because the availability of a skilled, high participation, and productive workforce underpins the ability of Joplin to continue to achieve economic growth, the strategy also advances a community-health-focused approach designed to significantly advance a healthier, more productive regional population while also engendering innovation.

Appendix 1:

List of Stakeholders and Interviews

Name	Position	Organization
Paula Baker	President and CEO	Freeman Health System
Jeremy Drinkwitz	President	Mercy Hospital Joplin
Stephanie Brady	Executive Director	Community Clinic of Southwest Missouri
Dean Van Galen	President	Missouri Southern State University
Travis Stephens	President and CEO	Joplin Chamber
Rudy Farber	Chairman	Community Bank and Trust
Bryan Vowels	CEO	Vowels Stovern Wealth
Ryan Stanley	Financial Advisor	Edwards Jones
Keenan Cortez	Mayor Pro Tem	Joplin
Rick Schooler	Vice President, Joplin Campus	Kansas City University
Haley Reardon	Community Relations	Kansas City University
Shelli Hewitt	Dean of Admissions	Missouri Southern State University
Bethany Kendrick	Communications	Missouri Southern State University
Lisa Toms	Provost/VP of Academic Affairs	Missouri Southern State University
Brad Hodson	Executive Vice President	Missouri Southern State University
Erin Tabor	Director, EMS	Missouri Southern State University
Jill Pyle	Director, Dental Hygiene	Missouri Southern State University
Melinda Brown	Director, Healthcare Admin.	Missouri Southern State University
Sherri Whiteman	Chair, Respiratory Care	Missouri Southern State University
Lisa Beals	Chair, Nursing	Missouri Southern State University
Kimberly Medicheck	Chair, RadTech	Missouri Southern State University
Mary Frerer	HR Director	Freeman Health System
Steve Graddy	Chief Financial Officer	Freeman Health System
Nick Edwards	City Manager	City of Joplin
Jake Heisten	Executive Director	MOKAN Partnership
Tony White-Robyn	Assistant City Manager	City of Joplin
Amy Kauffman	Workforce Development	Joplin Chamber
Phil Witt	Associate Vice President for CTE	Crowder College

Name	Position	Organization
Doug Hunt	Director of Entrepreneurship	Joplin Chamber
Michael Herr	VP Operations	Mercy Joplin
Mark McNeemer	Regional Physicians Executive	Mercy Joplin
Scott Watson	Director, Carthage	Mercy Joplin
Tyler Sturgeon	Finance	Mercy Joplin
Tracy Godfrey	Chief Medical Officer	Access Health
Kerry Sachetta	Superintendent	Joplin K-12 Schools
Skip Rollins	Chief Innovation Officer	Freeman Health System
Dr. David Baker	Chief Medical Officer	Freeman Health System
Dr. Katricia Pierson	President	Crowder College
Dr. Marc Hahn	President	Kansas City University
Jerrod Hogan	CEO	OWN, Inc.
Matthew Johnson	CEO/Founder	Midwest Interactive
Mitch Dolloff	CEO/President (Automotive Group)	Leggett and Platt
David Humphrey	President and CEO	TAMKO
Veronica Miller	Manager, Human Resources	MAPP Tech
Dr. Rob McNab	Owner	McNab Wellness
Christina Williams	City Council Member	City of Joplin
Stephanie Brady	Executive Director	Community Clinic

Appendix 2:

Major Technology Trends Disrupting Healthcare and Education

We live in exciting times, with advances in information, communication and clinical technologies promising to transform education and healthcare like no other period in human history. Indeed, the COVID pandemic provides recent proof of these technologies in action as genetically derived vaccines were delivered, at scale, within 12 months of the pandemic's outbreak.

Because Joplin is focused on developing a strategy and action plan with a 10+ year time horizon, there is a distinct need to inform strategy development with consideration of emerging trends, clinical frontiers, disruptive healthcare technologies, and market changes (including potential changes in the U.S. healthcare system) that may impact development trajectories.

For this analysis, TEConomy has identified four major technology trends that are now disrupting and transforming how education and healthcare will be delivered for generations to come. They represent both opportunities and threats to the current order redefining:

- the "what" of healthcare: the nature of disease, and our understanding of the underlying systems of disease onset and progression,
- the "how" of healthcare: the tools, modalities, and techniques used to diagnose and treat disease, and
- the "who" of healthcare: the skills and credentials required to manage these changes, including the redefinition of clinical jobs, the use of new tools and technologies, and the deployment of care teams, both physically and virtually.

Any effective strategy will seek to actively understand, contribute to, and exploit these new technologies.

Artificial Intelligence and Digital Health Solutions

Perhaps the most immediate of these trends is the advent of Artificial Intelligence (AI) and Machine Learning (ML) in the practice of healthcare delivery. Recent cross-industry analysis of AI impacts and opportunities often lists healthcare near the top. In a recent analysis of the top 100 AI investments in 2023, of the 34 industry-related investments, eight of them (24%) were healthcare investments.[48]

Artificial intelligence and the further digitization of health processes will transform health delivery over the next 5-10 years. From a health delivery standpoint, these impacts can be discussed across three groups:

- **Patient-facing/directed**—used by individuals to track and improve their health.
- **Caregiver support**—applications to support the caregiver decision-making and work processes.
- **Overall health operations**—applications that support larger scale operations.

Figure A1: Trends, Opportunities, and Impacts of Artificial Intelligence on Health Delivery

	Key Trends/Applications	Opportunities / Threats/Impacts	
Patient Directed 	• Explosion of self care digital apps • Patient portal/EHRs • Patient history portability • Patient directed scheduling	• Improved patient access to health information and care • Increased productivity overall • Greater face time with patients • Improved quality of care • Improved care-giver satisfaction • Reduced cost/case	• Speed of change/ impact on workforce • Significant IT Investment • Reallocation/definition of workforce • Emergence of Data Ops environment • Excess bricks and mortar infrastructure • Shorter half-life for equipment
Care Giver Support 	• Clinical note generation (e.g. DAX) • Clinical decision support • Medication administration • Smart devices • Robotic support		
Health Operations 	• Clinical research support • Smart resource scheduling • Proactive acuity/capacity management • Real-time adjudication		

Source: TEConomy Partners, LLC

48 https://www.cbinsights.com/research/artificial-intelligence-top-startups-2023/

Patient Facing/Directed AI

Patient-directed AI, often combined with other digital health applications, refers to those functions designed and developed to be used by patients or individuals to manage their health.

Investments in these platforms have boomed over the past 5 years, and while spending has recently leveled off, the use and integration of these applications continue to increase, especially with the advent of Large Language Models (LLM).[49] These tools tend to focus on three areas:

- Quantification and tracking of patient information
- Advice on healthy lifestyles and interventions
- Assistance with health system navigation.

Empowered by detailed patient data, these applications have the potential to identify disease trends early, guide patients toward more healthy lifestyles, and help schedule critical healthcare services.

Currently, as much as 42% of the U.S. population has used these tools.[50] As uptake increases, an added benefit will be the further digitization of patient health data (both structured and unstructured) that can be leveraged to drive health education and research. In recent years, prestigious research institutions have emerged, backed by significant investment, in the fields of biostatistics and population health (Johns Hopkins, Harvard, U Cal Berkeley, et al.). These institutions seek to innovate and commercialize solutions in the public health market, leveraging an immense proliferation of digitized patient data.[51]

A major challenge from a community health perspective is that the patient populations that would most benefit from these solutions are often slow to adopt. This is further complicated by a lack of technical infrastructure (e.g., broadband) in rural counties, which can be a barrier to effective uptake.

Given the current analysis from Joplin Regional Community Health Assessments, patient-directed digital applications combined with telehealth platforms have the potential not only to improve chronic disease management but also to seed significant health research opportunities at a population level. They should be encouraged through public information and programmatic support as a more holistic approach to community health and economic development.

49 https://www.forbes.com/sites/forbestechcouncil/2023/06/20/the-impact-of-large-languages-models-on-healthcare/?sh=abbc66d62924.
50 https://www2.deloitte.com/us/en/insights/industry/health-care/consumer-health-trends.html
51 https://www.usnews.com/best-graduate-schools/top-science-schools/biostatistics-rankings

Caregiver Support AI

From a caregiver perspective, new digital and AI-powered technologies will be some of the most exciting applications to emerge in the near term (1-5 years).

AI is currently used to diagnose digital images for cancer, develop treatment plans in primary care, assist complex surgeries, support patient monitoring in the ICU, predict acute onset of disease, streamline clinical note-taking, calculate complex drug dosages, and more. In 2023, AI tools trained on LLMs were able to pass the Medical License Exam (U.S.MLE) at 60% accuracy without prior reinforcement or training.[52]

As is often the case, these groundbreaking capabilities have been enabled by foundational infrastructure investments made over many years. In this case, investments in Electronic Medical Records (EMR) over the past 20 years, especially those funded and encouraged by the HITECH Act of 2009, have provided a foundation of data and functionality that, when leveraged using artificial intelligence, are yielding new insights for diagnosis and treatment.

AI tools will be able to evaluate individual patient data held in EMRs, comparing them to large datasets of similar patients to identify diseases and prescribe the most efficacious treatment. Coupled with new advances in medical science and personalized medicine (discussed later in this section), we are likely to witness entirely new definitions of disease and wellness.

Clearly, if only a modest percentage of these innovations become reality, there will be a transformational impact on clinical decision-making as:

- Diseases will be diagnosed earlier,
- Therapies will become more effective, and
- Adverse events and unwanted side effects will decrease.

An additional benefit will be the clinical time saved by these innovations. A recent innovation, Ambient Clinical Intelligence (ACI) systems, actively monitors caregiver-patient conversations and, using natural language processing, summarizes key aspects of those conversations and drafts clinical notes and orders. These systems, while in their early stages, have the potential to save time and reduce errors significantly. Caregivers should also be able to spend more time face-to-face with patients as these applications continue to "mop up" tedious administrative and data entry activities.

52 https://www.ama-assn.org/practice-management/digital/chatgpt-passed-U.S.mle-what-does-it-mean-med-ed#

Overall Health Operations AI

At a health delivery system level, these technologies will alter the way health resources are defined and deployed to meet a given level of demand. This will happen in a few distinct ways:

- **Clinical Research**—Large-scale data repositories, supported by advanced analytics and distributed clinical trials technology, will give rise to whole new areas of clinical research. For example, trends in decentralized clinical trials using mobile technologies have expanded the reach and conduct of drug and therapy trials, accelerating drug approval times and expanding commercialization opportunities.[53]
- **Site of Care**—Care consultation and treatment will increasingly shift to sites based in the community, either at home as enabled through Telehealth or to ambulatory clinics. By some estimates, brick-and-mortar requirements for hospital beds will reduce the need for hospital bed stock by as much as 30% over the next 10 years.[54]
- **Overall Patient Flow**— All of this, of course, will alter the overall flow of patients (community >emergency> acute> post-acute) through the system. These new applications will be able to predict seasonal flows (e.g., flu season) as well as scenario-play one-off shifts in demand (e.g., epidemics) to guide staff allocation and system flexing. Operational key performance indicators (KPIs) will evolve, and AI-enabled resource management will be used to manage labor, medicines, equipment, and facilities more efficiently.

This AI enabled health system will be built on significant investment in technical infrastructure (technical, communication, application, data). Some estimates are that Health IT spending will increase 16.5% annually through 2030.[55] As these large infrastructure platforms expand, increased investment in cyber security, risk management, and advanced analytics capabilities will also be required.

53 https://www.sciencedirect.com/science/article/abs/pii/S0025619622005602
54 https://www.oliverwyman.com/our-expertise/insights/2020/oct/health-innovation-journal/healthcare-supply-will-be-right-sized.html
55 https://www.grandviewresearch.com/industry-analysis/healthcare-it-market

Telehealth

According to the state of Missouri "Telehealth" or "Telemedicine" is defined as: "the delivery of health care services by means of information and communication technologies which facilitate the assessment, diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care while such patient is at the originating site and the health care provider is at the distant site. Telehealth or telemedicine shall also include the use of asynchronous store-and-forward technology."[56]

While Telehealth has been in use in one form or another since the 1990s, uptake has been constrained by a variety of issues (lack of infrastructure, poor video conferencing applications, lack of support from key payers).

One bright spot of the recent COVID pandemic is that the use of Telehealth rose by up to 70% of ambulatory visits in the early stages of the pandemic. While overall usage has tapered off post-pandemic, according to the American Telemedicine Association, Telehealth has grown 20% per annum between 2017-2022, with similar growth expected over the next five years.[57] Some estimates have Telehealth handling up to 25% of all outpatient visits by 2027.

Telehealth is typically employed across the following modalities:

- **Synchronous visits**—real-time teleconferencing between patient and caregivers reduce or eliminate the need for patient travel and often reduce the overall wait times for care. Specialist outreach through remote caregiver-assisted consultations (e.g., critical care, radiology) extends the reach of specialist knowledge.
- **Asynchronous communications**—texting questions or requests through a patient portal enables near real-time communication and ongoing care management.
- **Remote patient monitoring** through devices such as wearables provides more realistic and extended tracking of patient vitals.

It's clear from recent trends that Telehealth is especially well suited for such specialties as primary care, pediatrics, behavioral/psychiatry, radiology, and cardiology. As such, it represents a significant solution pathway to address community outreach in these specialties for the Joplin Region.

Recent changes by large Payer Organizations have opened the door to increased investment and usage.[58] Both public and private payers have also loosened requirements for Telehealth services in terms of services covered and the locations from which both practitioners and patients can participate.

Unfortunately, according to a 2022 study done by the CHARTIS group,[59] Missouri, as a state, ranked 41st in terms of uptake of Telehealth services. According to the study, only 6% of Missouri practitioners use Telehealth versus a high in Hawaii of 22%. Although its performance in Telehealth lags behind other states, Missouri has recently changed its parity laws, and there are state and national programs organized to help grow Telehealth services, such as the Missouri

56 https://www.cchpca.org/missouri/?category=private-payer&topic=definitions-private-payer
57 https://www.americantelemed.org/
58 https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9035352/
59 https://www.chartis.com/insights/telehealth-now-permanent-fixture-U.S.-healthcare-delivery

Telehealth Network, Show-Me Echo Program, and several Health Resource and Service Administration (HRSA) Telehealth Programs.

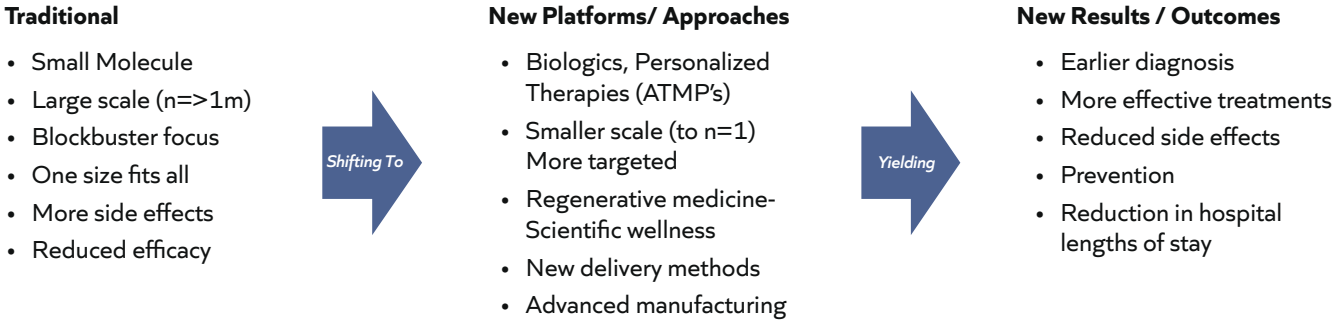
In the Joplin Region, recent Telehealth investments have shown great promise. Key stakeholders point to recent successes at Neosho Hospital, Ozark Behavioral Health and various school located clinics around the region. Given Joplin regional challenges around access to care in the community, Telehealth is clearly a technology to be further expanded moving forward.

Personalized Medicine

Based on the recent progress in human biology and our cutting-edge technologies for studying biological systems, there is increasing optimism about potential breakthroughs that could improve both lifespan and quality of life. The successful sequencing of the human genome in 2003 and the subsequent deepening of our comprehension of the fundamental elements of biological processes (genomics, epigenomics, proteomics, and microbiomics) are revolutionizing the clinical practice landscape.

Although difficult to predict in the short term, the level of investment has been significant with literally trillions being spent across the globe pursuing new solutions. While these approaches and technologies address a broad range of biologic areas, they are increasingly being bundled into the overarching category of "personalized" or "precision medicine." In 2022 alone, the global personalized medicine market was valued at $539M, with a compound annual growth rate estimated at 7.2% through 2030.[60]

Figure A2: Potential Outcomes from Advances in Biotechnology and Precision Medicine



Source: TEConomy Analysis of Grandview Research, "Personalized Medicine Market Share and Research"

Personalized medicine represents a significant departure from traditional approaches, especially in terms of drug therapies. Traditionally, pharmaceutical companies focused on medications developed through chemical synthesis that could treat the greatest number of patients. This was (and still is to a certain extent) the era of the "blockbuster" drug, where one drug could treat literally hundreds of millions of patients (e.g., statins, antihypertensives).

60 https://www.grandviewresearch.com/industry-analysis/personalized-medicine-market#:~:text=Report%20Overview,7.20%25%20from%202023%20to%202030.

Given the biological breakthroughs in genetics, drug therapies are increasingly biological in nature, that is, produced by living organisms. The resulting Biopharma industry seeks solutions that recognize the uniqueness of each person's genetic makeup and the complex variables that trigger illness. This new science is leading to more biologically generated therapies which are far more targeted and individualized, produced at smaller scale but with far greater efficacy. The hope is to identify disease states much earlier, leading to more effective preventative and curative treatment with reduced side effects. Beyond that, the biopharma industry is further transforming through advances in drug discovery, regenerative medicine, new delivery methods and advances in manufacturing and distribution.

The impact on the delivery system will be gradual but widespread. In general, we should see a reduction in acute hospital bed days as populations benefit from these new therapies. Surgical interventions in areas like cancer are likely to be reduced. From a workforce perspective, we will also see further specialization of acute and tertiary facilities, as well as the expansion of new job categories like genetic counseling.

Health EdTech

Health care is a content-rich environment requiring years of focused study to master and effectively apply the lessons learned to real patients with life-threatening illnesses. The average physician spends anywhere from 8-14 years in graduate and postgraduate training (medical school, residency, fellowship) to become a certified clinician in the United States. Nurses also have significant training requirements: 2-4 years undergraduate and 2-4 years advanced practice. Considering the fast-changing landscape of clinical practice and the critical situations clinicians often deal with, there is immense pressure to stay abreast of the latest developments and breakthroughs in the field.

Modern advances in Education Technology (Educ-Tech) are transforming how education is conceived and delivered. In recent years, we've seen five significant technology trends influencing medical pedagogical approaches): Micro-Learning, Virtual Reality/Augmented Reality, Growth in Online, Artificial Intelligence, and Personalized Medicine.

Emergence of Micro-Learning

Micro-Learning refers to the concentration of learning goals and aptitudes to match specific activities, in the case of healthcare, in the clinical environment. Traditionally, curricula were organized into larger areas of study learned over many years and reinforced through on-the-job residencies and internships.

While much of this remains, as tools and interventions advance, we are now able to concentrate and credential skills in smaller, more bite-sized components that can be consumed and applied more quickly and represent more up-to-date knowledge.

These credentials can be tool-based, as in the case of certain surgical or telehealth equipment; informatics-based, as being certified in the use of a specific EMR system; or therapy-based, as in deeper knowledge of chronic disease management.

Micro-credentials allow for a more tailored portfolio of skills that can more precisely fit the needs of a given work environment.

Virtual Reality/Augmented Reality

Significant advances have been made in simulated training for health practitioners in the fields of Virtual and Augmented Reality. Indeed, the medical and nursing schools operating in the Joplin region have sophisticated simulation environments supporting their coursework.

The global Virtual Reality (VR) in healthcare market size is projected to grow from $3.11 billion in 2023 to $25.22 billion by 2030, at a CAGR of 34.9%.[61] With improvements in headset and simulation technology, these tools will become even more targeted and effective, allowing students to learn more quickly, in physical locations convenient to them, and operate more confidently in the day-to-day health delivery environment.

Online Training

Like the virtual nature of Telehealth, online or remote training frees up participants to consume knowledge at a time and place that suits them. There has been significant growth in online clinical training by some measures of up to 30% of class time can be consumed remotely.[62]

Once in place, online training can be more easily standardized and is far more cost-efficient on a cost-per-student basis.

Artificial Intelligence

As mentioned in the previous section, AI will impact both what needs to be learned and the critical tools and applications required to be a caregiver in the 21st century. From a pedagogical perspective, AI has the potential to significantly accelerate learning rates by tailoring specific learning regimes based on user preferences and skill levels.

Personalized Medicine

Finally, as trends in Personalized Medicine play out, EdTech will play an important role in training caregivers for that complex environment.

Caregiver education will become more flexible, tailored to specific caregiver skill levels and each patient's unique needs. Diagnostic and therapeutic pathways will evolve based on patient needs, as will caregivers' ability to interrogate, evaluate, and adapt to those changes. EdTech will play a vital role in real-time learning rather than being limited to scheduled class time.

61 https://www.fortunebU.S.inessinsights.com/industry-reports/virtual-reality-vr-in-healthcare-market-101679
62 https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0257394

Appendix 3:

Nursing Education and Allied Health Education in the Mokan Region

Providers of Nursing Education in the MOKAN Region. Annual Graduates by Program and Qualification/Degree Awarded.

		Certificates	Associate	Bachelor	Master's degree	Doctoral degree	Grand Total
Nursing Assistant/Aide and Patient Care Assistant/Aide	Crowder College	5					5
	Total	5					5
Licensed Practical/ Vocational Nurse Training	Franklin Technology Center Adult Education	25					25
	Crowder College	8					8
	Total	33					33
Practical Nursing, Vocational Nursing and Nursing Assistants, Other	Carthage R9 School District-Carthage Technical Center	25					25
	Total	25					25
Nursing Practice	Pittsburg State University					18	18
	Total					18	18
Nursing Science	Pittsburg State University				10		10
	Total				10		10
Registered Nursing/ Registered Nurse	Pittsburg State University			140			140
	Crowder College		127				127
	Northeastern Oklahoma A&M College		69				69
	Missouri Southern State University			30			30
	Total		196	170			366

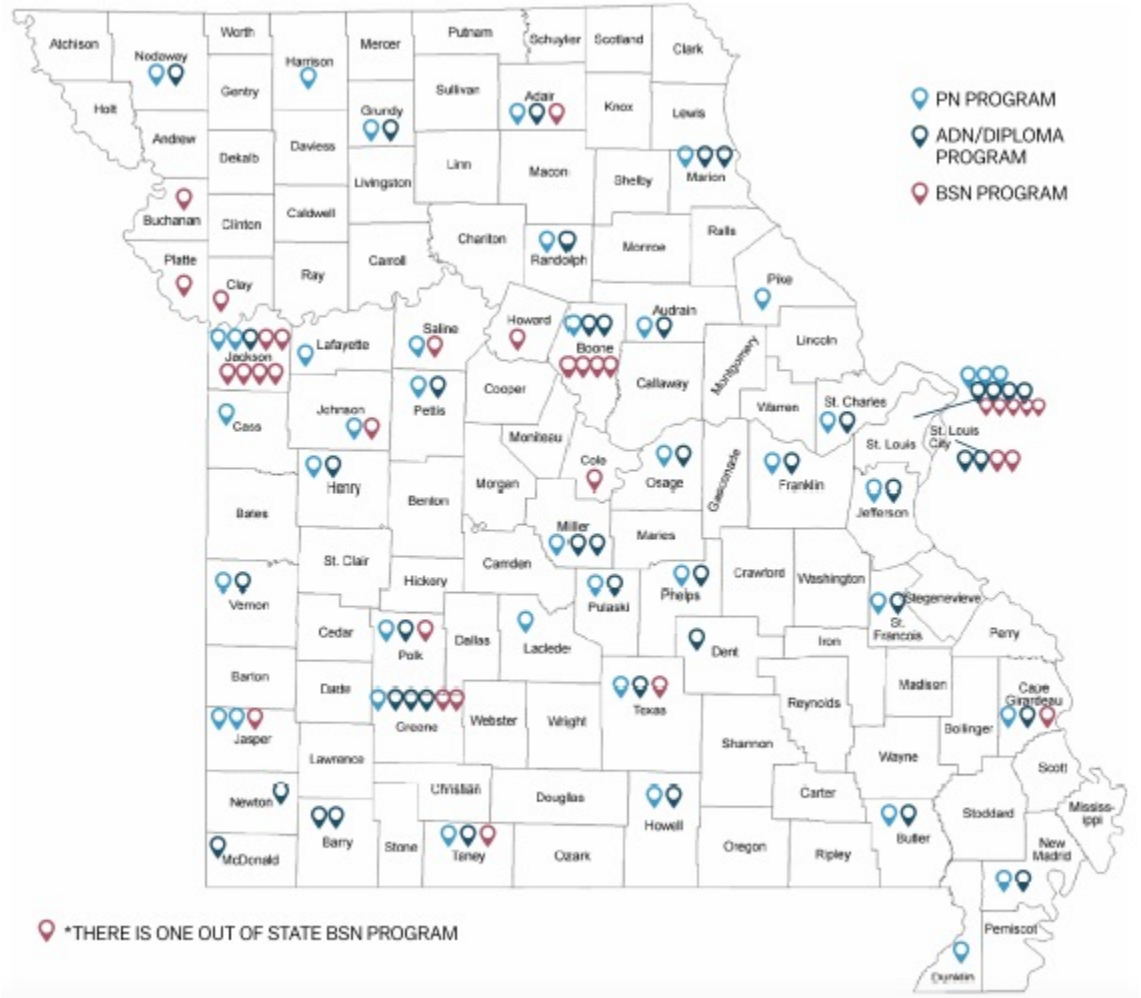
Source: TEConomy Analysis of NCES IPEDS

Providers of Allied Health Education in the MOKAN Region. Annual Graduates by Program and Qualification/Degree Awarded.

		Certificates	Associate	Bachelor	Master's degree	Doctoral degree	Grand Total
Clinical/Medical Laboratory Science/ Technology	Northeastern Oklahoma A&M College		21				21
	Missouri Southern State University			2			2
	Total		21	2			23
Dental Assisting/ Assistant & Dental Hygiene/Hygienist	Missouri Southern State University		22				22
	Franklin Technology Center Adult Education	8					8
	Total	8	22				30
Emergency Medical Technology/ Technician (EMT Paramedic)	Missouri Southern State University	20					20
	Crowder College	12	5				17
	Total	32	5				37
Health Professions and Related Clinical Sciences, Other	Missouri Southern State University			60			60
	Total			60			60
Medical Radiologic Technology/Science - Radiation Therapist	Missouri Southern State University		8				8
	Total		8				8
Other Healthcare Related Degrees	Missouri Southern State University	23		62			85
	Crowder College	3	39				42
	Pittsburg State University			23			23
	Northeastern Oklahoma A&M College		17				17
	City Pointe Beauty Academy	17					17
	Franklin Technology Center Adult Education	6					6
	Total	49	56	85			190
Respiratory Care Therapy/Therapist	Missouri Southern State University		15				15
	Total		15				15

Source: TEConomy Analysis of NCES IPEDS

Figure A3: Missouri Approved Nursing Schools by County



Source: https://pr.mo.gov/nursing-schools-of-nursing.asp


TECONOMY
PARTNERS LLC

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-251 – Rezoning

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 001-24: 1012 W 2nd St – Rezoning – A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-family Residential) – Land Scout, LLC

BACKGROUND:
The Future Land Use Map identifies the area as Moderate Density Residential. Under Article 4 of the Joplin Development Code, R-3 is a compatible district with a Moderate Density Residential Neighborhood. Moderate Density Residential Neighborhoods allow for a variety of housing types. These neighborhoods typically connect to walkable community centers and planned corridors. The property is located on a Collector Street (W 2nd St). This type of neighborhood designation is most compatible in moderately trafficked areas that connect to more use intensive districts.

While there is existing Industrial zoned property and uses adjacent to the subject property, Industrial is not the best use for this property. The Industrial property that exists now is left over from before the Industrial Park pattern of development, that is typically more isolated. The fraternal police lodge that is adjacent is zoned M-2, but it is a legally non-conforming use. The Industrial uses that are present in the neighborhood are much older sites that have been around for some time, which is not consistent with the modern pattern of development. Now, Industrial zones are seen in more isolated or remote neighborhoods formed into a campus-style pattern of development.

PLANNING & ZONING COMMISSION TESTIMONY:

Brit Hale represented the case. He stated that they plan on developing either a multi-family project or single-family homes or duplexes that front 2nd Street. Mr. Rosenberg asked why they were requesting R-3. Mr. Bellairs stated that R-3 gave them more options for development. Ms. Phillips asked about the number of units being proposed. Mr. Bellairs stated that because no plans have been presented yet, we do not know. Mr. Hale split the lots to leave a dense enough area to keep their options open, but that no plans have been reviewed or proposed at this time. Mr. Bellairs stated that the density regulations would determine how many units they could provide.

PUBLIC COMMENT;

There was no comment in favor or opposition of this case.

RECOMMENDATIONS:

Staff recommends approval for Council Bill 2024-251

Planning & Zoning Commission recommends approval for Case 001-24 (5 in Favor, 1 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 001-24 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 2012 W 2nd St

APPLICANT Land Scout, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 3.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2/R-2	M-2	M-2	R-2 PD/R-1
Land Use	Service/Single-Family Residential	Manufacturing	Manufacturing/ Storage & Warehousing	Single-Family Residential

FUTURE LAND USE

The property is identified as Future Moderate Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Oliver Ave	Local	60′
W 2nd St	Collector	40′

UTILITIES

City utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the area as Moderate Density Residential. Under Article 4 of the Joplin Development Code, R-3 is a compatible district with a Moderate Density Residential Neighborhood. Moderate Density Residential Neighborhoods allow for a variety of housing types. These neighborhoods typically connect to walkable community centers and planned corridors. The property is located on a Collector Street (W 2nd St). This type of neighborhood designation is most compatible in moderately trafficked areas that connect to more intensive districts.

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

While there is existing Industrial zoned property and uses adjacent to the subject property, Industrial is not the best use for this property. The Industrial property that exists now is left over from before the Industrial Park pattern of development, that is typically more isolated. The fraternal police lodge that is adjacent is zoned M-2, but it is a legally non-conforming use. The Industrial uses that are present in the neighborhood are much older sites that have been around for some time, which is not consistent with the modern pattern of development. Now, Industrial zones are seen in more isolated or remote neighborhoods formed into a campus-style pattern of development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This property is consistent with the City's development patterns, which is discussed in the Comprehensive Plan section of this staff report. Due to this, and the fact that the requested zoning will be a less intensive zoning district than M-2, the requested change will not detrimentally affect nearby property.

DISCUSSION

The applicant/owner requested the zoning change after they purchased and split the subject property from the SW Missouri Regional Fraternal Order Police Lodge. The applicant plans to sell the property for future multi-family development.

Staff recommends approval of Case 001-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 001-24
Filing Fee: $550.00
Received: 11/30/23
Date Advertised:
Proj. No.: 24-009
Public Hearing Date: 1/8/23

Applicant: Land Scout, LLC (Caden Pennick) Phone No.: 417-622-8208
Address: 2507 Rolla Joplin MO 64801 Email: cmpennick@gmail.com
Owner: Land Scout, LLC (Brit Hale) Phone No.: 417-388-1446
Address: 2431 Stinnet Dr Joplin MO 64804 Email: brit@carlinteam.com
Location of Property: 2012 W 2nd St Joplin MO 64801
Present Use of Property: meeting/gathering hall + vacant land
Proposed Use of Property: small multi family
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R2
South	Comm/Industrial	M2
East	Comm/Industrial	M2
West	Residential+	R1,R2-PD

Character of the Neighborhood: mixed use, "newer" homes to the North
older homes and churches, other mixed uses to West

Relationship to Existing Zoning Pattern:

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

If yes, explain: We cannot build residences whether single family or small multi family in comm/industrial zoned districts. We believe highest and best use is small multi family.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: W 2nd St, Oliver.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: unknown

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: Sewer Easement through the middle of property accomodates existing structure and future plans. Sloped drainage to South also supports future plans.

Unique Characteristic of Property and/or Additional Comment:
Our plan will provide additional housing on otherwise unused land, this plan supports and promotes the City's future use map and planning as well.

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

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

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

Signature: _____ **Date:** 11/27/2023

Case 001-24: Rezoning

2012 W. 2nd St.-Rezoning-A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-Family Residential)- Land Scout, LLC.

Brit Hale, 2431 Stinnet Dr. Joplin, Missouri represented Land Scout, LLC. They proposed to put single family homes or duplexes facing 2nd street and potentially multi-family apartments along Oliver. They would retain access from 2nd street and Oliver. This would allow people to go in and out that way. This would support the additional housing that was across the street.

Mr. Kimble asked if there were any questions from the Commission on Case 001-24.

Mr. Rosenberg stated Mr. Hale had mentioned houses and apartments. Mr. Rosenberg asked why they were going for R-3 instead of R-2.

Mr. Bellairs stated they had requested R-3 because to do the multi-family development they had requested. He stated that duplexes on a multi-family development they need multi-family zoning to do that.

Mr. Rosenberg stated okay.

Ms. Phillips stated she knew this was premature because they were not looking at site plans or anything, but can you guess at how many living units will be in there or stand-alone structures.

Mr. Hale stated they way they have it platted they have three lots that face 2nd street that would support in his opinion either single family residences or a duplex. Then the larger tract would have access from both streets. He stated he was uncertain the number of units that would potentially go in there with the R-3 zoning being flexible to build either small to medium apartments or a certain number of duplexes. He did not have the number of duplexes that would fit on that square footage planned out just yet.

Ms. Phillips directed a question to Mr. Bellairs. She asked based on the square footage was there a maximum.

Mr. Bellairs stated they had discussed this during the plan review area of this project, and they had not really received any plans like Mr. Hale said. Mr. Bellairs said what they had discussed was whatever they propose, if they are going to do duplexes you must have a minimum of 7800 square feet per duplex. And depending on what type of housing style or apartment or building Mr. Hale proposed to put on the lots. The square

footage density changes depending on what you are trying to do. So, it comes down to when they get to that stage that is when they will look at whether it fits or not.

Mr. Jackson asked if this was the existing side of the F.O.P. Lodge or would this be around it.

Mr. Hale stated he believed it was both. They currently sit on a 4.4-acre parcel, and they would retain 1.2 acre there on the corner. Mr. Hale said they would then own the remaining approximate 3 acres.

Mr. Jackson said so the F.O.P. Lodge would remain in existence.

Mr. Hale stated correct they would stay there, and they wanted to retain parking to support their events to the west. They own all the way to that corner.

Mr. Jackson stated ok.

Mr. Kimble asked if there was any one to speak in favor of Case 001-24.

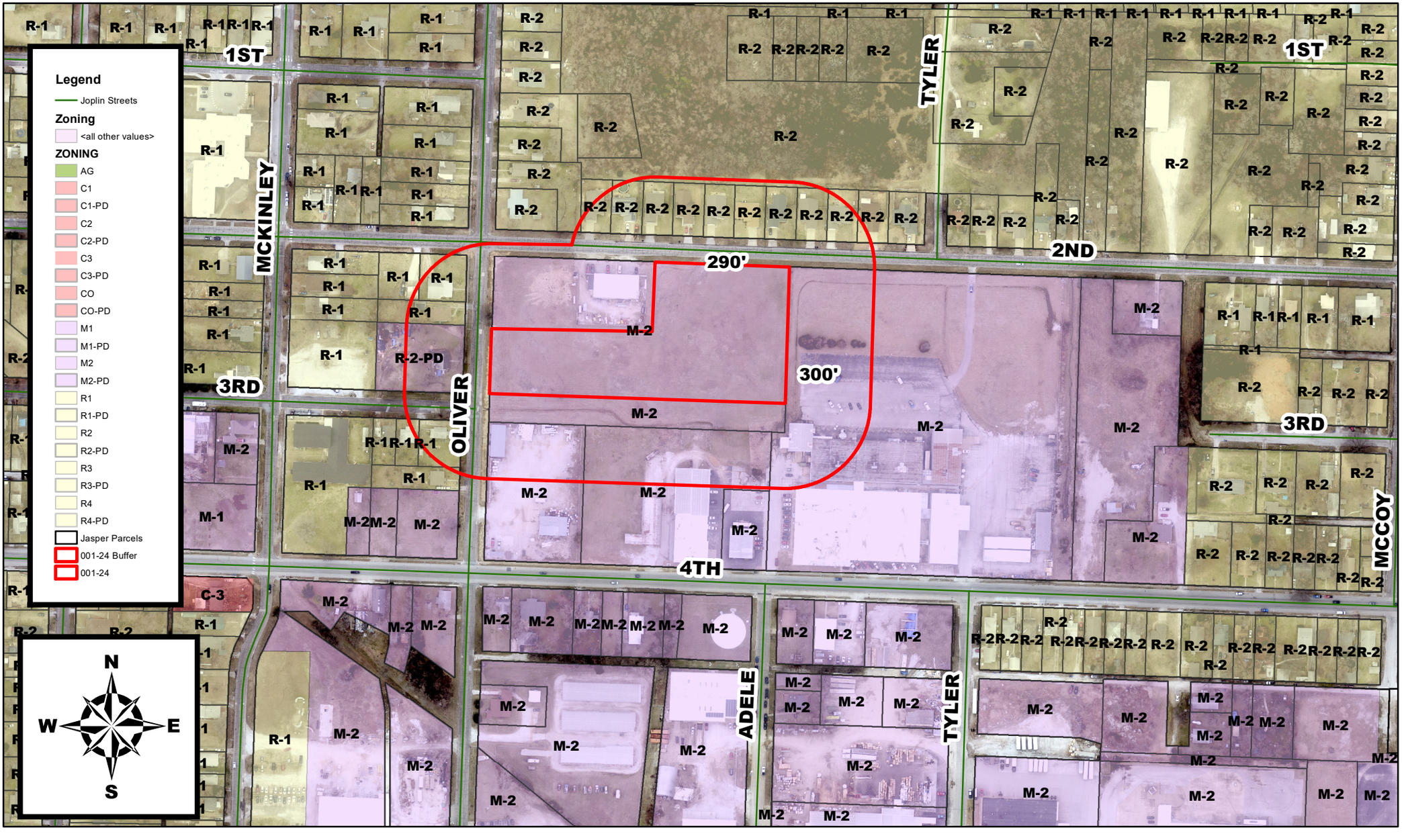
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 001-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 001-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 1 NAY, 1 ABSENT) MS. WARREN VOTED NAY.

Case 001-24: Rezoning



2012 W 2nd St – Rezoning – A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-family Residential) – Land Scout, LLC

0 90 180 360 540 720 Feet

P & Z Case 001-24
Land Scout, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) property as described below and located at 2012 W 2nd St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-3 (Multi-Family Residential).

ALL THAT PART OF MISCELLANEOUS TRACT 15 LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SECOND STREET AND OLIVER AVENUE; THENCE S87°55'16"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET A DISTANCE OF 641.93 FEET; THENCE S02°08'17"W A DISTANCE OF 300.33 FEET; THENCE N87°56'12"W A DISTANCE OF 641.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLIVER AVENUE; THENCE N02°00'52"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 300.50 FEET TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-252 – Voluntary Annexation

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 005-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Voluntary Annexation – A request to voluntary annex property into the Corporate Limits of the City of Joplin – Lance Ledford

BACKGROUND:
This subject property is part of the Eagle's Edge Subdivision. The Preliminary Plat has already been approved by the Planning and Zoning Commission. The property requesting to be annexed is phases 3 and 4 of this subdivision. These phases are directly West of phases 1 and 2, which were previously annexed and had gone through Final Plat approval by Planning and Zoning Commission and City Council.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith with OWN Engineering represented the case. She stated that the requested annexation is less than 10 acres. Mr. McCullough asked if the City was responsible for street signs, as they were not in place for the existing phases. Mr. Bellairs said he believed that street signs were put in place after notifying Public Works, but that he would follow up and confirm. Mr. Bellairs stated that he was not sure if they had reached that point yet in phases 1 and 2.

PUBLIC COMMENT;
Lance Ledford, the co-owner of Ledford Construction, spoke in favor and was available for questions.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-252
Planning & Zoning Commission recommends approval for Case 005-24 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 005-24 A request to voluntarily annex property into the City of Joplin

LOCATION Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT Lance Ledford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately .5 acres

DISCUSSION

This subject property is part of the Eagle's Edge Subdivision. The Preliminary Plat has already been approved by the Planning and Zoning Commission. The property requesting to be annexed is phases 3 and 4 of this subdivision. These phases are directly West of phases 1 and 2, which were previously annexed and had gone through Final Plat approval by Planning and Zoning Commission and City Council.

Staff recommends approval of Case 005-24.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

_____

_____

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 1 day of December 2023, before me appeared _____

_____

_____

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Jinah Rai Lee

My commission expires: Jan 10, 2026

JINAH RAI LEE
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22564950
My Commission Expires Jan 10, 2026

Voluntary

Annexation Application

Married

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

Office Use Only

Case No.: 005-24
Filing Fee: $0.00
Received: 12/1/23
Proj. No.: 24-015

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Ledford Construction Phone No. 417.952.2364

Email: _____

Applicant Name: Lance Ledford Phone No. 471.952.2364

Email: lanceledford@yahoo.com

Mailing Address: 2806 Arizona Ave Suite C, Joplin, MO 64804

Annexation Property Address: W. 32nd Street & W. Wildwood Ranch parkway & 29th Street

Present Use of Property: Agricultural / Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': Missouri American Water

Name of sewer provider, or list 'septic': City of Joplin

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*****THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*****

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Ledford Construction **Telephone Number:** 417-952-2364

Property Address: Leah Lane & W. 32nd Street Joplin MO 64804

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ Yes __X__ No
2. **Is this property residential property?** ____ Yes __X__ No
3. **Are there any businesses located on this property?** ____ Yes __X__ No

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes ____ No

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

/MENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ___X___No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Do you plan to build residential living units on the property ___X___Yes _____No

If Yes, how many

Single-family house(s)	38	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Are (or Will) the living unit(s) be on a well _____ Yes ___X___No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? _____ Yes ___X___ No
If NO, please furnish the name of the municipal sewer system _____

Case 005-24: Voluntary Annexation

Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae- Voluntary Annexation- A request to voluntary annex property into the Corporate Limits of the City of Joplin-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. They have requested to voluntarily annex a little less than 10 acres into the City of Joplin.

Mr. Kimble asked if there were any questions from the Commission on Case 005-24.

Mr. McCullough asked a question of staff. He stated he noticed there were no street signs for the street. He asked if that was the responsibility of the builder or the City.

Mr. Bellairs asked to clarify if they were referring to Nellie Mae.

Mr. McCullough stated yes.

Mr. Bellairs said he believed the street signs must come from Public Works. There was correspondence involved. Mr. Bellairs stated he did not know if they had reached that point yet.

Mr. Kimble asked if there was any one to speak in favor of Case 005-24.

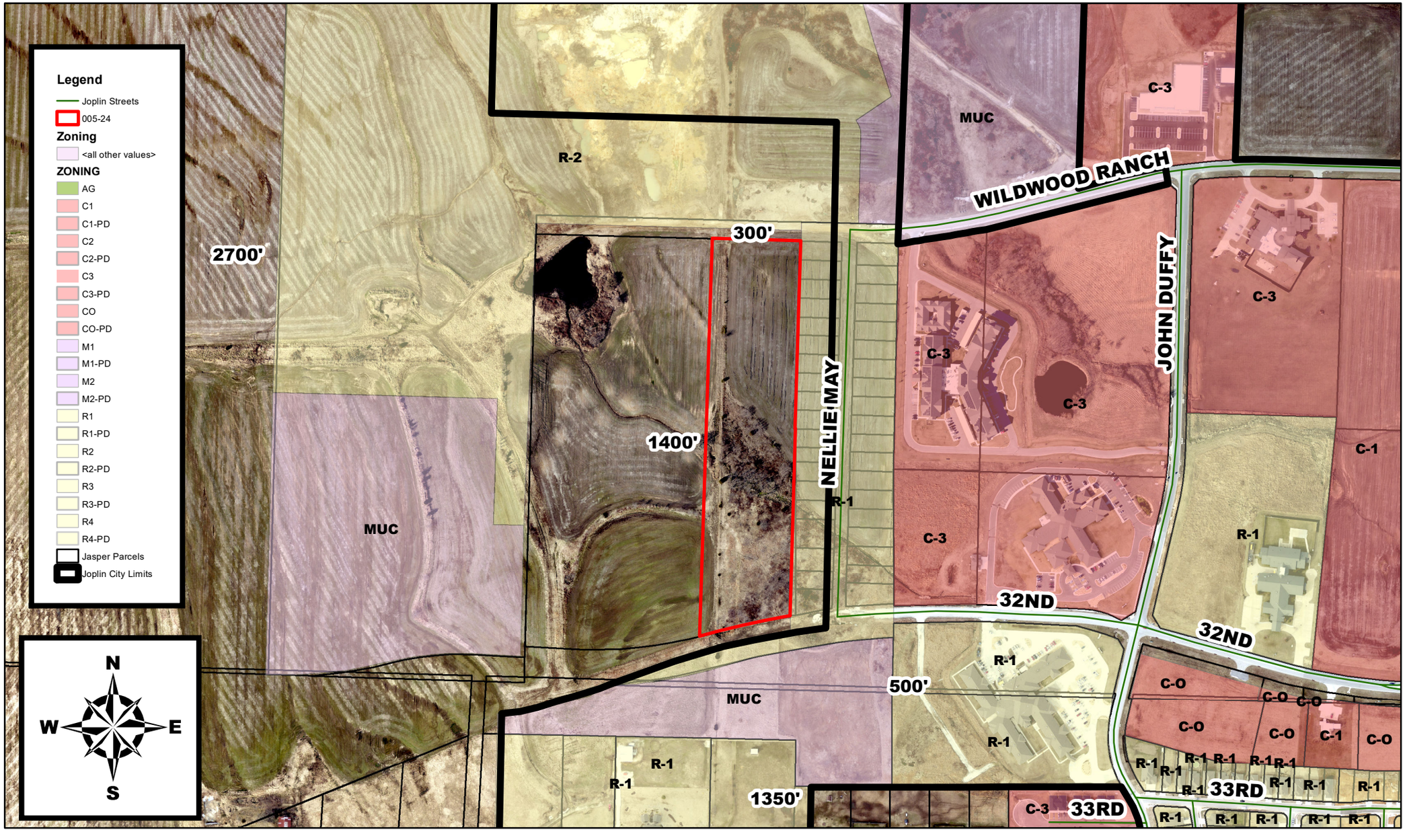
Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Kimble asked if there was any one to speak in opposition of Case 005-24.

There were none.

MR. JACKSON MOVED THAT CASE 005-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Case 005-24: Voluntary Annexation



Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae– Voluntary Annexation – A request to voluntary annex property into the Corporate Limits of the City of Joplin – Lance Ledford

P & Z Case 005-24
Joplin Travel Plaza, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-252 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located West of the Intersection of Wildwood Ranch Parkway Ave and Nellie Mae.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE

NORTH 00°00’00” EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2” IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS.

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40’30” WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00’00” EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2” IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT

BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-253 – Street Renaming

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 006-24: S McKee Ave, between 3rd St and Central St – Street Renaming – A request to rename said portion of S McKee Ave to JD Love Way – City of Joplin

BACKGROUND:
The City received a request to change the name of a portion of S McKee Ave, in honor of retired Police Officer, JD Love. Officer Love had lived in this neighborhood and Ms. Melodee Colbert-Kean requested the renaming to commemorate his service. City officials informed Ms. King that the request required a public hearing and agreed to apply and bring the request on the requestee's behalf. The proposed new name for the Street is JD Love Way. The Way designation is consistent with the street naming patterns of the City.

This case is a public hearing and notices were sent to affected property owners with property directly adjacent to this portion of S McKee Ave. Protest Petitions were included with the letters notifying recipients of the hearing and where to submit signed Protest Petitions if the recipients were opposed to the renaming. The notices were sent before the typical 15-day period in order to give the property owners additional time to respond.

PLANNING & ZONING COMMISSION TESTIMONY:
Commissioners inquired about the addressing impact this would have on the property owners with frontage along S McKee Ave. Mr. Bellairs explained the impacts on addressing, mailing and emergency services. Ms. Melodee Colbert-Kean approached the podium and explained that they had decided that they would seek a ceremonial renaming, that would have an additional sign go up under S McKee Ave, without changing any addresses.

PUBLIC COMMENT;
There was no other comment in favor or against the proposed renaming.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-253
Planning & Zoning Commission recommends approval for Case 006-24 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Street Renaming

CASE 006-24 A request to rename a street.

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION A portion of S McKee Ave, between 3rd St and Central St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Public Right-of-Way	Approximately 50′ Wide

REASON FOR RENAMING

The City received a request to change the name of a portion of S McKee Ave, in honor of retired Police Officer, JD Love. Officer Love had lived in this neighborhood and Ms. Melodee Colbert-Kean requested the renaming to commemorate his service. City officials informed Ms. King that the request required a public hearing and agreed to apply and bring the request on the requestee's behalf. The proposed new name for the Street is JD Love Way. The Way designation is consistent with the street naming patterns of the City.

This case is a public hearing and notices were sent to affected property owners with property directly adjacent to this portion of S McKee Ave. Protest Petitions were included with the letters notifying recipients of the hearing and where to submit signed Protest Petitions if the recipients were opposed to the renaming. The notices were sent before the typical 15-day period in order to give the property owners additional time to respond.
Staff recommends approval of Case 051-23.

ENCLOSURES
- Application
- Map

Planning, Development, & Neighborhood Services
602 S Main Street
Joplin, Missouri 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

December 8, 2023

Dear Property Owner/Resident/Tenant:

The City has received a request to rename S McKee Ave to JD Love Way, between 3rd St and Central Street, **Case 006-24.** The tax record of Jasper/Newton County show you to be the owner of property along this portion of McKee Ave.

If you are opposed to this request, please complete and return the attached petition of protest. Notary services are available at City Hall at no charge if you do not have access to one.

City Code requires two public hearings for this request. They are on the following dates:

PLANNING & ZONING COMMISSION
Monday, January 8, 2024, at 4:00 PM

CITY COUNCIL MEETING
Monday, February 5, 2024, at 6:00PM

These meetings are held in the Council Chambers on the 5th Floor of Joplin City Hall, located at 602 S. Main St. If you have any questions or would like additional information, you are urged to attend the public hearings, call 417-624-0820 ext. 1510, or email Zoning-Planning@JoplinMO.org. Please reference the case number above.

If you are opposed to this request, you must submit a petition of protest, signed and notarized, prior to the City Council meeting at the above listed date. Property petitions of protest are available in the Office of Planning, Development, and Neighborhood Services at 602 S. Main St., online at www.joplinmo.org/1018/PlanningZoning-Applications, or can be requested via email to Zoning-Planning@JoplinMO.org.

Sincerely,

Tyler Bellairs
Planner
City of Joplin

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at _____ _____ Joplin, Missouri, and do hereby protest Case Number _____. We provide the following additional comments: _____

_____

_____

_____

_____

_____

_____

_____

Name: _____ Name: _____

Sign: _____ Sign: _____

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ Day of _____ 20___, before me personally appeared _____

_____

_____to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

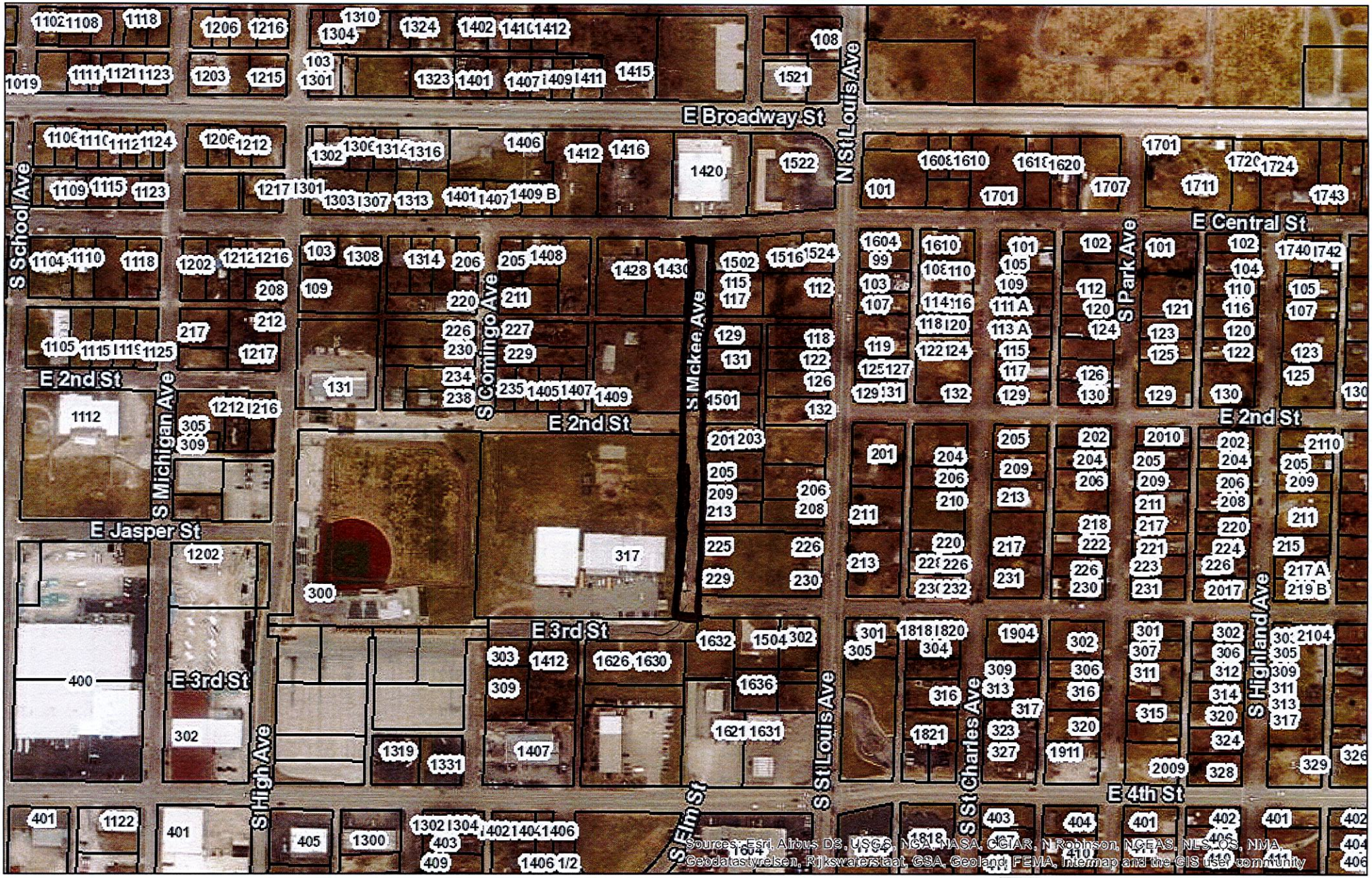
In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in _____, the day and year first above written.

_____

_____

Notary Public

My Commission expires _____.



Date: 12/4/2023

1 " = 376 '

0 0.035 0.07 0.14 mi

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Case 006-24: Street Renaming

S. McKee Ave, between 3rd St. and Central Street-Street renaming-A request to rename said portion of S. McKee Ave to JD Love Way-City of Joplin.

Tyler Bellairs, representing the City of Joplin presented the case on behalf of the family of retired police officer, J.D. Love. He was a resident of the neighborhood and the family had requested to honor him and his service to the community with the renaming of this section of McKee Ave. to J.D. Love Way. He stated the City staff had sent out notices to the residents in the area about the change. Those letters were mailed out earlier than usual to give the residents the opportunity to petition if they were opposed to the change. He stated the City staff had received no inquires or returns of the request. The City had not received any opposition.

Mr. Rosenberg asked if the City had to notify the post office and approve it or does it make any difference.

Mr. Bellairs stated that was why we held it has a public hearing and we notify the residents because the address change does affect the residents that are adjacent to that section of the street. He said that was their due diligence to make sure utility billing, post office addressing and all that changes. He stated the City did not notify them but we let the applicants know that someone was requesting to rename the street.

Mr. Kimble asked if that was part of the information mailed out in the packets to the residents. He stated he assumed it was a packet.

Mr. Bellairs stated no, our typical letter just lets the residents know of the request. The City does not go into detail. The letter had a phone number they could call if they had questions. He said it was a very generalized letter. A petition was included with the letter.

Ms. Phillips stated, so the residents did not get a list advising them who they needed to contact. She said, so these people were just on their own to figure everything out. Change it on their checkbook. It is a big deal. Ms. Phillips stated she would not want to go through it.

Mr. Bellairs stated they do not go in detail.

Ms. Phillips stated, so if this passed tonight and passed in Council you would do a follow up letter with these people and make suggestions as to what they should do.

Mr. Bellairs said we could but that was typically not our process.

Ms. Phillips stated she did not know if the people who own the houses live in the houses.

Mr. Bellairs said when we send any letters the letters go to the property owners.

Mr. McCullough asked if the homeowners or business owners incurred any expenses in changing their addresses would the City reimburse them.

Mr. Bellairs stated not that he knew of, he was not aware of anything.

Mr. Rosenberg asked if they were going to keep both names up there.

Mr. Bellairs said that after discussing it with Public Works that when it gets renamed it just becomes the new road name.

Melodee Colbert-Kean approached the podium and began to speak. Ms. Colbert-Kean addressed the questions the Commission had been asking and she stated that she had spoken with Mr. Troy Bolander 3-4 months earlier about this and it is not going to change the name of McKee. She said there would not really be a need for 911, utilities or anything like that to be changed because this is a ceremonial sign change. It would go before the other one, McKee would still be in existence, J.D. Love Way would go up at the top. Ms. Colbert-Kean stated she had spoken with the Boy's Club; she was on the Board there. She had the approval from Mr. Humphries, himself. He was all in favor of it.

Mr. Kimble asked if there were any questions from the Commission on Case 006-24.

Mr. Rosenberg said he wished to make a statement. He stated Jason Love is very deserving of this award.

Ms. Colbert-Kean stated absolutely.

Mr. Rosenberg said he graduated from Joplin Senior High School, played football, boxed for a while, he was a graduate of M.S.S.U., retired police officer and a friend. He is deserving of this award.

Ms. Colbert-Kean said she agreed totally.

Mr. Kimble asked if there was any one to speak in favor of Case 006-24.

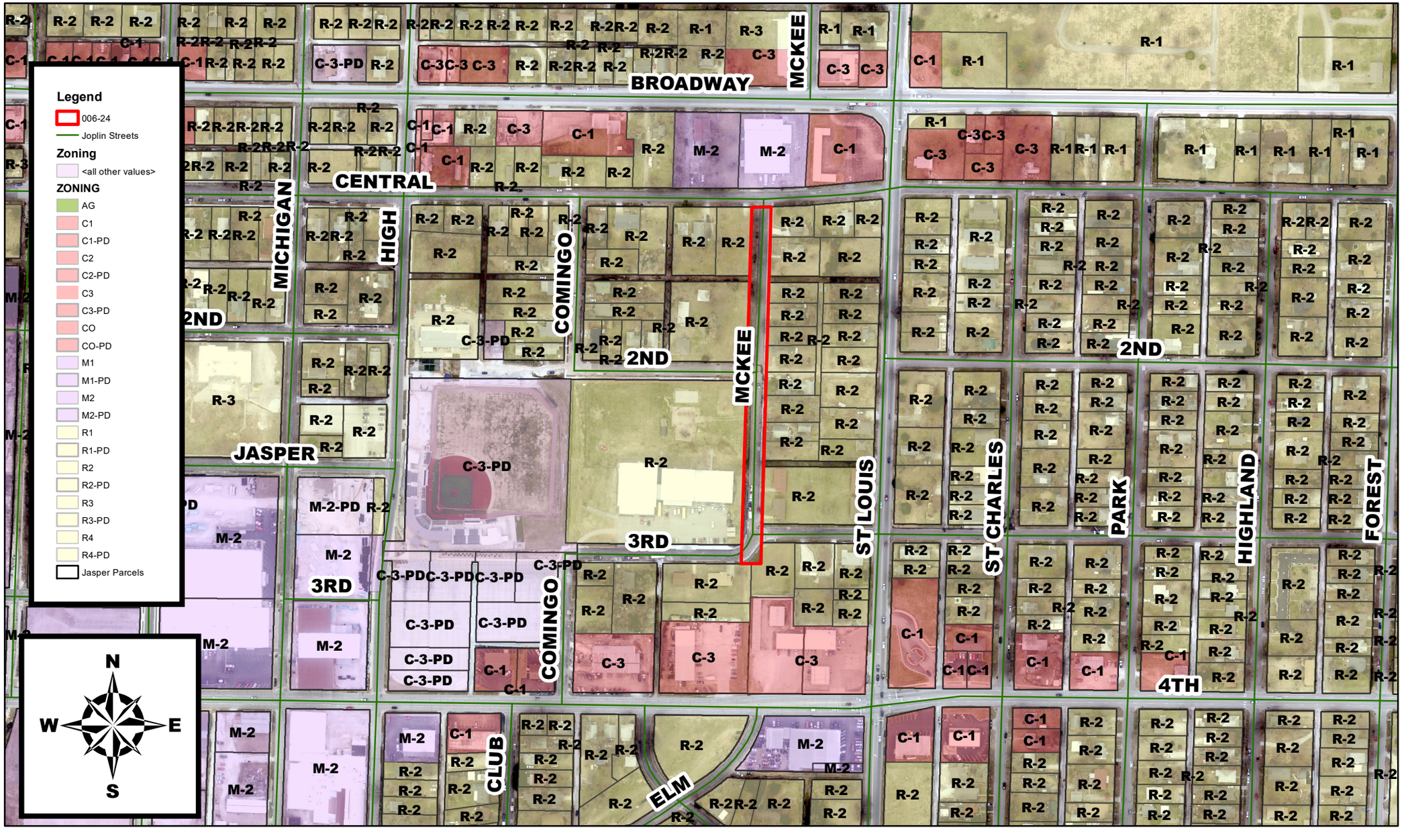
There was none.

Mr. Kimble asked if there was any one to speak in opposition of Case 006-24.

There was none.

MR. JACKSON MOVED THAT CASE 006-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Case 006-24: Street Renaming



S McKee Ave, between 3rd St and Central Street – Street Renaming –
A request to rename said portion of S McKee Ave to JD Love Way – City of Joplin

P & Z Case 006-24
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-253 ORDINANCE NO.

AN ORDINANCE changing the name of S McKee Avenue, beginning at E 3rd Street and extending North along said public right-of-way to E Central Street, to "JD Love Way" in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the name of S McKee Ave, beginning at E 3rd Street and extending north along said public right-of-way to E Central Street, be changed to "JD Love Way" in the City of Joplin, Jasper County, Missouri, said street described as follows:

ALL THAT PART OF THE 50' PUBLIC RIGHT-OF-WAY KNOWN AS S MCKEE AVE LYING SOUTH OF E CENTRAL ST AND NORTH OF E 3RD STREET.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JANUARY 16, 2024
MEETING MINUTES

CALL TO ORDER

The January 16, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Anthony Monteleone.

ROLL CALL

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

Absent: Mark Farnham

Motion by Mr. Stinnett, second by Mr. Cortez to excuse the absence of Mark Farnham. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1.

PRESENTATIONS

JATSO/MoDOT Projects Update

Craig Switzer from MoDOT presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Republic Services was still unable to run trash pickup routes today due to the inclement weather; however, they are prepared to collect any extra trash next week. Their message this morning stated:

"Unfortunately, Republic Services will not be running any residential routes today Tuesday, Jan. 16 due to the inclement weather and road conditions. If conditions improve and we are able to run tomorrow, Wednesday Jan. 17 then we will begin with Wednesday's routes. Next week, we will service extra on Monday and Tuesday's routes. Thank you and stay safe and warm!"

I encourage all residents to watch the City's Facebook and website pages for trash service announcements from Republic. I also post these on the closing crawl that our local TV stations run, however the full message is not able to be conveyed due to that format.

Just a quick reminder - the Joplin Health Department offers the American Heart Association's CPR classes throughout the year. The first class is coming up this **Thursday, January 18.** Other upcoming dates are February 21 and March 21, plus more will be posted soon.

Participants can review the dates and information by going to the Joplin Parks registration website at joplinparks.org and clicking on the **Adult Programs** section. For questions, contact the Health Department at 417-623-6122, ext. 1258.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on fiscal accountability and capital improvement tax.

Frank Thompson requested to speak on the City of Joplin.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1.

Minutes Of the January 2, 2024, City Council Meeting

COUNCIL BILL NO. 2024-250 - AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave. **Ordinance No. 2024-013.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-104

Mr. Stinnett introduced Council Bill No. 2024-104 - AN ORDINANCE approving an agreement and work authorization with Allgeier Martin and Associates Inc. in the not to exceed amount of Ninety-Five Thousand and 00/100 dollars ($95,000.00) for engineering services associated with the Joplin WWTP Improvements 2024 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2024-104 be amended to for the not to exceed amount to be up to $105,000.00. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1. Motion by Mr. Stinnett, second by Mr. DeTar that amended Council Bill No. 2024-104 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-014**.

COUNCIL BILL NO. 2024-105

Mr. DeTar introduced Council Bill No. 2024-105 - AN ORDINANCE approving the issuance of a Purchase Order to MagneGrip for the purchase and installation of a MagneGrip® Diesel Exhaust Extraction System for removal of vehicle and apparatus exhaust emissions, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Council Bill No. 2023-158 on October 16, 2023; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Monteleone that Council Bill No. 2024-105 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-015**.

COUNCIL BILL NO. 2024-501

Mr. Copple introduced Council Bill No. 2024-501 - AN ORDINANCE submitting to the electors of the City of Joplin, at a Special Election on Tuesday, April 2, 2024, the question of whether the City shall extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of twelve (12) years for the purpose of funding capital improvements, prescribing a form of Ballot thereof, and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2024-501 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0, Absent: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-016**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-601

Mr. DeTar introduced Council Bill No. 2024-601 - AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-601 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2024-601.

COUNCIL BILL NO. 2024-602

Mr. Cortez introduced Council Bill No. 2024-602 - AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2024-602 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2024-602.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Mr. DeTar discussed the possible need for signage as there are people crossing on Wall Street, but we do not have crosswalks in that location.

Mr. Copple would like a status update on the 26th Street mailbox issues.

Ms. Williams asked about the city façade grant -boundary.

Mr. Monteleone discussed considering a partnership with a crime stopper program.

The meeting was adjourned at 7:14 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-601 – Approving a contract with Joplin Industrial Electric Company to complete Mercy Park electrical improvements.

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-601 Ordinance; Exhibit "A" Joplin Industrial Electric Company Contract; Exhibit "B" City of Joplin RFP;

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

SUMMARY
This Council Bill approves a contract with Joplin Industrial Electric Company to complete Mercy Park electrical improvements in the amount of $365,726. The electric improvements are budgeted and funded through two Parks Stormwater ¼ cent Sales Tax Renewal projects, Mercy Park Electrical ($211,066) and Parks Security Lighting ($154,660). The original bid was $398,115 but there is a savings of $32,389 since city staff will be doing the trenching, backfilling, and concrete repair.

BACKGROUND
The electrical improvements to Mercy Park were included as projects in the Parks Stormwater ¼ cent Sales Tax Renewal which was approved by voters in the August 2021 elections. As you are aware, Mercy Park has become very popular for events, but the power supply is insufficient, so by adding outlets to each light pole and additional event panels will make this park complete for any event that is being held. Also, making our parks safer was a high priority based on comments from our citizens during the Parks Master Plan process and the City Manager's Listening Tour. By adding additional lighting around the western loop of the park, and lower bowl area towards the parking lot and restroom facility, will make this park safer for our community to use.

FUNDING SOURCE
Parks Stormwater ¼ cent Sales Tax Renewal budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-02

Mercy Park Electrical Improvements

RFP Due Date: **10:00 A.M., Monday, December 18, 2023**

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Greg Bertoncino, Assistant Director
Email: gbertonc@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposals number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposals.

11/17/2023
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until ***10:00 a.m., Monday, December 18, 2023,*** at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to PURCHASE the following:

Scope of Work

The City of Joplin, Missouri is issuing this Request for Proposals (RFP) to provide and install the following.

Electrical improvement(s) and Additional light poles

Please provide and install all event panels, receptacles and additional lighting per specs specified below.

(1) <u>Event Panels</u>

- Two (2) 60" x 36" x 12" event panels installed on 3" GRC and solid galvanized Unistrut racks. Event Panels to include a means to plug in equipment when door is closed.
- Concrete footings for racks.
- 100A, 208A, 3 phase Load centers in each event panel.
- One (1) 100A pin & sleeve, two (2) 50A twist-lock receptacles, two (2) 30A twist-lock receptacles, and six (6) GFCI receptacles in each event panel.
- Conduit and conductors as per national electrical code to existing power panel in restroom building. Please calculate voltage drop for conductors.

(2) <u>Existing Event Panel Upgrade</u>

- West side of restroom building re-fed with a 100A breaker.

(3) <u>Lighting and Receptacles</u>

- Provide a 100-amp, 240-volt service panel powered by an existing meter pedestal for the Mohaska Trail pedestrian crossing. This panel would be located on the north side of the lake approximately eighty (80) feet south of the existing meter pedestal.
- Provide convenience receptacles on **twenty-two (22)** of the existing light poles surrounding the lake. There would be two (2) receptacles per circuit which would allow for roughly 8 amps of electrical load at each location. Device box & cover to be black.
- Provide a new 200-amp, 240-volt service on the north side of the west walking loop to provide power and control for the light poles and receptacles on the west walking loop.
- Provide **twenty-three (23)** new LED light poles to match existing with convenience receptacles on the west walking loop. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.
- Provide **fifteen (15) new** LED light poles to match existing with convenience receptacles on the walking loop nearest the butterfly art feature. There would be

three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.

- Provide one (1) LED flood lights on each of two (2) light poles that are immediately east and west of the butterfly art feature.

Please list separate from above pricing for all areas within project:

- Trenching, backfill, saw cutting, and concrete sidewalk repair is provided by others.

Please Provide additional pricing to all above if provided by others:

- **Black Dirt over ditch areas**
- **Seed or sod**
- **Liberty Utilities charges for a new meter pedestal**

ADDENDA TO THE RFP AND REQUESTS FOR INFORMATION:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than 5 days prior to close December 11, 2023 via e-mail to gbertonc@joplinmo.org OR pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Mercy Park Electrical Improvements RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVAULATION PROCESS

Proposals, which the City determines in its sole discretion, which are deemed responsive to this RFP, will be reviewed, and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

RESPONSIBILITY AND COSTS

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to
this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

CONTRACT TERMS AND CONDITIONS

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms

and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

EXHIBITS

The following exhibits are referenced in this RFP, incorporated into, and made a part of this RFP:

A. Bid form
B. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

Execution of Agreement

It is anticipated the city will make their selection of a firm by 5 days after close Dec 22, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to firm and shall simultaneously provide any required bonds, indemnities, and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

1. The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct an evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

2. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

Mercy Park Electrical Improvements

Specifications and bid forms are available from **Greg Bertoncino or Paul Bloomberg, by calling 417-625-4750** or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Finance Director

Leslie Haase

Publication Date: Friday, Nov 17, 2023

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Electrical upgrades and additional light poles.

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of one hundred twenty (120) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "Mercy Park Electrical - BID #2024-RFP-02, 10:00 A.M., Monday, December 18, 2023"

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)-625-4750 or Paul Bloomberg, Director 417-625-4750. CITY OF JOPLIN, MISSOURI

SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1) Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park site, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

5. Contractor must be licensed, bonded, and insured with the City of Joplin.

6. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

7. Contractor must have 10 years verifiable experience and must submit references.

8. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

9. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

10. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

Mercy Park Electrical Improvements

Item	Description	Cost
Event Panels	Two (2) 60" x 36" x 12, Concrete footings, 100A load centers, (1) 100A pin & sleeve, (2) 50A twist lock receptacles, (2) 30A twist lock receptacles, (6) GFCI receptacles in each event panel	
**********	Trenching/backfill, Drawings and seeding/sod	
Lighting and Receptacles	*****	**Cost**
Item 1	Provide a 100 amp, 240 volt service panel powered by an existing meter pedestal for the Mohaska Trail pedestrian crossing. This panel would be located on the north side of the lake approximately eighty (80) feet south of the existing meter pedestal.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 2	Provide convenience receptacles on **twenty-two (22)** of the existing light poles surrounding the lake. There would be two (2) receptacles per circuit which would allow for roughly 8 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others	

Item 3	Provide a new 200-amp, 240-volt service on the north side of the west walking loop to provide power and control for the light poles and receptacles on the west walking loop.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	

Lighting and Receptacles	**Description**	**Cost**
Item 4	Provide **twenty-three (23)** new LED light poles to match existing with convenience receptacles on the west walking loop. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 5	Provide **fifteen (15) new** LED light poles to match existing with convenience receptacles on the walking loop nearest the butterfly art feature. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 6	Provide one (1) LED flood lights on each of two (2) light poles that are immediately east and west of the butterfly art feature.	
**********	**********	**********
Additional Expenses	**Black Dirt over ditch areas** **Seed or sod** **Liberty Utilities charges for a new meter pedestal**	
	Total Project Cost	

MARK BID ENVELOPES: "Mercy Park Electrical - BID #2024-RFP-02, 10:00 A.M., Monday, December 18, 2023"

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthoriz ed Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

_

Affiant

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2024-RFP-02 BID ITEM DESCRIPTION: Mercy Park Electrical

BID OPENING DEADLINE: _____ DEPARTMENT: Parks

REQUISITION NUMBER: _____ DATE & TIME OPENED: Dec. 18, 2023 10:00 Am

OPENED BY: _____ WITNESSED BY: M Endicott

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	BID AMOUNT
Joplin Industrial Electric				$398,115.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal #**2024-RFP-02** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 18, 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. **Payment**. The City will pay the Consultant in accordance with the rate set forth in the contract documents on file in the Parks Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Consultant '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 Consultant and agreement by both the City and the Consultant that the Consultant 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. The Consultant 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 not to exceed Three Hundred Sixty Five Thousand Seven Hundred Twenty Six Dollars ($365,726.00), said amount being subject to any approved addenda or change order.

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

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel

required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

City of Joplin – Parks Department, 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, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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. Consultant 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 Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Consultant'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 Consultant 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 Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant 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 Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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.

19. **Liability and Indemnity:**

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

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

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

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations

as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-601 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract by and between the City of Joplin and Joplin Industrial Electric Company to complete the Mercy Park Electrical Improvements a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-602 – Approving a contract with Joplin Industrial Electric Company to complete Joe Becker Stadium Improvements and amending the budget for the additional cost

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-602 Ordinance; Exhibit "A" Joplin Industrial Electric Company Contract; Exhibit "B" City of Joplin RFP; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill approves a contract with Joplin Industrial Electric Company in the amount of $211,502 to complete Joe Becker Stadium Improvements, including a budget amendment for the additional cost.

BACKGROUND
Historic Joe Becker Stadium was renovated and opened to the public in the Spring of 2015. This stadium hosts over 200 games per year, starting in February and ending in November. Since we host games in late winter and during the warmest months of summer, we are needing to improve the heating and cooling throughout the stadium. Currently there isn't sufficient HVAC in all areas of the stadium. By adding heat to the restrooms and concession areas and improving the suites by adding mini splits to each room, these improvements will make it more enjoyable for visiting fans, players, and staff.

The revenue budget in the parks funds is being amended by $37,502.00 for the increased subsidy from the general fund. Expenditures are being amended by $75,004.00 for the increased subsidy from the general fund as well as the parks fund for the expenditures.

FUNDING SOURCE
The FY2024 budget includes $174,000.00 and the budget is being amended for the additional cost.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2024-RFP-03 BID ITEM DESCRIPTION: JB Improvements

BID OPENING DEADLING: _____ DEPARTMENT: Parks

REQUISITION NUMBER: _____ DATE & TIME OPENED: Dec. 18, 2023 2:00pm

OPENED BY: _____ WITNESSED BY: M Endicott

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	BID AMOUNT
Joplin Industrial Electric				$211,502.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

NOTICE OF REQUEST FOR PROPOSAL

#2024-RFP-03

Joe Becker Stadium Improvements

RFP Due Date:

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Josh Simmons
Email: jsimmons@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 2:00 P.M., Monday, December 18, 2023; at the *Joplin Athletic Complex* located at *3301 West 1st Street,* Joplin, Missouri 64801 to PURCHASE the following:

Project Overview

Joe Becker Stadium requires the installation of heating and cooling systems in various areas of the facility. We are seeking proposals for the installation of the following.

1. **Unit Heaters**
   - Provide and install 10 electric unit heaters in 10 different rooms (1 unit per room).
   - Locations: south mechanical room, south concession, south men's restroom, south women's restroom, 3 family restrooms, central merchandise room, first and third base dugout restrooms.
   - Provide necessary power supply for each unit heater.

2. **Central Concession Stand**
   - Install a 5-ton split system with ductwork supplying both the kitchen and concession area.
   - Provide the necessary power supply for the system.

3. **Multiport Mini Splits**
   - Existing mini split systems located in all suites and press box to be removed by contractor and left on site.
   - Supply and install 2-3-ton multiport mini splits in the box suites and press box with a total of 6 ceiling cassettes and 1 ducted head for press box and bathrooms. Duct work to be supplied for press box and bathrooms by contractor.
   - Provide necessary power supply for each Mini Split system.
   - Location: 6 suites, press box, men's, and women's restroom. All located on the second story.

4. **Heat Trace Wire and Insulation**
   - Remove existing aluminum jacket and insulation to all water lines in causeways.
   - Install heat trace for water lines in causeways.
   - Provide power supply for heat trace.
   - Install fiberglass pipe insulation to all exposed water lines with ASJ/SSL jacketing.
   - Insulation shall be covered with a minimum .016 embossed aluminum jacket and fitting covers. Thickness will match existing insulation.

5. **Shut Off Valve**
    - Install 2 shut off valves in main water line.
    - One to be installed in main water line in the central concession stand on the northwest end to isolate the remainder of the stadium.
    - One to be installed in main water line in south men's restroom on west end of the restroom.
    - Valve shall be of ball-type design.
    - Provided and installed by contractor.

Scope of Work:

- The scope of work includes but is not limited to:
- Procurement and installation of all necessary equipment.
- Electrical work required for the system installation.
- Appliance installation and setup.
- Insulation for the specified areas.
- Selected contractor shall be fully responsible for any and all necessary repairs, replacements, or corrections required during the construction process, ensuring that the project is executed to the specified standards and any damage or deficiencies are addressed at their expense.
- Compliance with local building codes and regulations.

Joe Becker Stadium Heating and Cooling Upgrades

Specifications and bid forms are available from **Josh Simmons or Greg Bertoncino, by calling 417-625-4750** or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Finance Director

Leslie Haase

*Publication Date : **11/17/2023***

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Joe Becker Stadium Heating and Cooling Upgrades

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Questions concerning the specifications and bidding procedures should be directed to Josh Simmons (417) 625-4750 Greg Bertoncino, Asst. Director (417)625-4750.

CITY OF JOPLIN, MISSOURI
SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

2. Contractor must be licensed, bonded, and insured with the City of Joplin.

3. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

4. Contractor must have 10 years verifiable experience and must submit references.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

(PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT)

Manufacturer:_____

BID PRICE: $_____

Estimated Completion Time following receipt of purchase order: _____ days

COMPANY NAME:_____

ADDRESS:_____

_____

Date:_____

Phone:_____

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Park Addresses:

ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program (“FWAP”) that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

_

Affiant

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal #**2024-RFP-03** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 18, 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. **Payment**. The City will pay the Consultant in accordance with the rate set forth in the contract documents on file in the Parks Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Consultant '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 Consultant and agreement by both the City and the Consultant that the Consultant 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. The Consultant 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 not to exceed Two Hundred Eleven Thousand Five Hundred Two Dollars ($211,502.00), said amount being subject to any approved addenda or change order.

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

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel

required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

City of Joplin – Parks Department, 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, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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. Consultant 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 Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Consultant'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 Consultant 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 Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant 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 Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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.

19. **Liability and Indemnity:**

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

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

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

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations

as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-602 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

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

Section 1. That the Contract by and between the City of Joplin and Joplin Industrial Electric Company to complete the Joe Becker Stadium Improvements a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of Thirty-Seven Thousand Five Hundred Two Dollars and No Cents ($37,502.00) and by increasing appropriations by the total amount of Seventy-Five Thousand Four Dollars and No Cents ($75,004.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-106 an agreement between the City of Joplin and Satterlee Plumbing, Heating & Air Conditioning, Co. at Joplin Justice Center.

MEETING DATE
February 5th, 2024

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2024-106 Ordinance; Agreement; Bid Summary; Letter of Recommendation

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-six and 00/100 DOLLARS ($597,756.00) for waterline replacement at the Joplin Justice Center.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, along with the agreement to provide the city with a Facilities Masterplan. As part of the project a Facilities Assessment was performed by Gordian as a subconsultant to SFS. The facility assessment of the Justice Center showed that replacement of the water line at the Justice Center is a priority, meaning they determined it was recommended to be replaced within 5 years of the inspection. This bid was advertised using the City's procurement policy and Satterlee Plumbing, Heating & Air Conditioning, Co. was the only bidder.

In January 2023, ARPA Funds were accepted to provide $1 million in funding on a 50/50 match basis bringing the total to $2 million in funding. This ARPA Grant will fund half of this project, with the other half being covered by the City of Joplin.

FUNDING SOURCE
Public Safety Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis due to public safety and price volatility in the current manufacturing market.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
SATTERLEE PLUMBING, HEATING AND AIR CONDITIONING, CO.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Satterlee Plumbing, Heating and Air Conditioning, Co. Address: 3423 N. Main Street Joplin, MO 64801	
Attention:		Attention: Nathan Hughes	
Department:		Phone: 417-624-3660	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:

Justice Center Water Line Replacements

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

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

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

contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-Six and 00/100 DOLLARS ($597,756.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means

of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. 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 Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-Six and 00/100 DOLLARS ($597,756.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

Summary of As-Read Bids

PROJECT: Justice Center Water Line Replacement
DATE OF BID OPENING: 01/09/2024

CONTRACTOR	BID
BASE BID	
Satterlee Plumbing, Heating and Air Conditioning, Co.	$597,756.00
Engineer's Estimate	**$600,000.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

January 9, 2024

Mr. Chad Weller, PLS
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Justice Center Water Line Replacement

Dear Mr. Weller:

We have reviewed the one (1) bid received January 9, 2024, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of $597,756.00 for the referenced project.

A copy of the bid tabulation and Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute, and return the Notice of Award to me. A copy of Satterlee's Bid and Bid Bond are also included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

COUNCIL BILL NO. 2024-106 **ORDINANCE NO.**

AN ORDINANCE approving an agreement with Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-six and 00/100 DOLLARS ($597,756.00) for Justice Center Water Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-six and 00/100 DOLLARS ($597,756.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That 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 Public Safety Sales Tax fund.

Section 4. That the City hereby declares that this Ordinance dealing with equipment necessary to maintain regulatory compliance, and the availability of the equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Approval of this council bill on an emergency basis due to public safety and price volatility in the current manufacturing market.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this 5th day of February 2024 by a vote of

ATTEST: Douglas W. Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 353, Building Regulations

MEETING DATE
February 5, 2024

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 Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings located at 828 S Murphy Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 1, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 5, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on January 19, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Clay Cole Trucking	$3,000.00
B&D Yardbuilders	$5,500.00
Big Johns	$6,900.00
Freeman Landworx	$5,273.00
Ground Up Services	$20,000.00
Prime Contracting	$17.334.00

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 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $3,000.00 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. 2024- 353, Photograph of Property, Bid Tabulation

CLOSING DATE:	19-Jan-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver / Jeff Hadley / Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	828 S Murphy Ave

COMPANY	BIDS
B & D Yardbuilders	$5,500.00
Big John's Heavy Equipment	$6,900.00
Freeman's Landworx, LLC	$5,273.00
Nelson's Enterprises	
USA Demolition	
Ground Up Services	$20,000.00
Clay Cole Trucking	$3,000.00
Prime Contracting	$17,334.00


828
COUNCIL BILL 2024-353
828 S MURPHY AVE.
08/01/2023


08/01/2023


08/01/2023


08/01/2023

COUNCIL BILL NO. 2024-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 828 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); 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 Clay Cole Trucking in the amount of Three Thousand dollars ($3,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 828 S Murphy Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 828 S Murphy Ave.

ALL OF LOT NUMBERED FIFTY (50) IN BYERS AND MURPHYS SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-502 – Approving a budget amendment for FY 2023

MEETING DATE
February 5, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-502 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 2022-2023 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 the TIF Transfers out and the golf course subsidy.
- Amending Fire Public Safety for Wages and Fire Station #7 expenditures.
- Amending Depreciation Expense.

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 $1,863,100.00.

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. 2024-502 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2022-161 on October 17, 2022, which estimated revenues and appropriated funds for the fiscal year 2022-2023; 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 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of One Million Eight Hundred Sixty-Three Thousand One Hundred Dollars and No Cents ($1,863,100.00) 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 _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
5-Feb-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$		
	Transfers	001-9003-500-9040	Golf Course Subsidy			60,100
	Transfers	001-9003-500-9805	TIF Transfer Out			125,000
	Total General Fund			$	-	185,100
101	Public Safety Sales Tax					
				$		
	Fire	101-6075-510-1520	Vacation Pay			65,000
	Fire	101-6075-510-1565	Sick Pay			95,000
	Fire	101-6075-510-1570	Floating Holiday Pay			75,000
	Fire	101-6075-510-8005	Building Acquisitions			200,000
	Fire	101-6075-510-8310	Furnishings			10,000
	Transfers	101-9003-500-9805	TIF Transfer Out			60,000
	Transfers	101-9003-500-9986	Transfer to ARPA Fund			23,000
	Total Public Safety Sales Tax Fund			$	-	528,000
120	Solid Waste Management Fund					
				$		
	Special Programs	120-4511-540-4210	Central Garage Charges			17,000
	Trash Services	120-4515-540-5030	WW/Trash Administration			171,000
	Total Solid Waste Management Fund			$	-	188,000
130	Parks/Stormwater Sales Tax Fund					
				$		
	Transfers	130-9003-530-9805	TIF Transfer Out			10,000
	Transfers	130-9003-560-9805	TIF Transfer Out			35,000
	Total Parks/Stormwater Sales Tax Fund			$	-	45,000
140	TST Fund					
				$		
	Transfers	140-9003-530-9805	TIF Transfer Out			60,000
	Total TST Fund			$	-	60,000
145	Capital Improvement Sales Tax					
				$		
	Transfers	145-9003-520-9805	TIF Transfer Out			50,000
	Total Capital Improvement Sales Tax Fund			$	-	50,000
405	Airport Fund					
				$		
	Regional Airport	405-5004-520-7125	Depreciation Expense			405,000
	Total Airport Fund			$	-	405,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
5-Feb-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
410	Golf Course Fund					
				$		
	Grounds Maintenance	410-6521-560-7125	Depreciation Expense			17,000
	Total Golf Course Fund			$	-	17,000
415	Sanitary Sewer Fund					
				$		
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			145,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			240,000
	Total Sanitary Sewer Fund			$	-	385,000
	Grand Total			$	-	1,863,100

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2024-603. This Council Bill authorizes the City of Joplin, Missouri, to enter into an Agreement with Downs and St. Germain, a Florida Corporation, to conduct a Tourism Visitor Profile of the Joplin tourism region for not to exceed the price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE:

Monday, February 5, 2024

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

ATTACHMENTS:

CB 2024-603 Ordinance; Exhibit A: Request for Proposal 2024-RFP-01: Joplin Visitor Profile; Exhibit B: Agreement between DSG & COJ; Bid Tabulation; and MDT Grant Notice of Award.

REVIEWED BY:

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

SUMMARY REQUEST:

This Council Bill authorizes an agreement between DSG for conducting a year-long Visitor Profile of the Joplin tourism region for the not-to-exceed price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00). The initial portion of this project, Twenty-Two Thousand Five Hundred and 00/100 Dollars ($22,500.00), is funded through a Missouri Division of Tourism grant.

BACKGROUND:

In the 33-year history of the City of Joplin's engagement in tourism marketing, a detailed Visitor Profile has never been completed. Small, segmented polling has been collected periodically, but all results are pre-pandemic.

The visitor profile must provide data regarding two variables:

1) The impact, data, and activities of guests with a home of origin greater than 70 miles from Joplin (outer market) and
2) the impact, data, and activities of visitors who reside within the 70-mile radius of Joplin but outside Joplin city limits (regional market).

This Profile's analytics, reports, and work products will be used to enhance stakeholder knowledge and improve communication with stakeholders, elected officials, economic development organizations, and community leaders. Additionally, the findings will be used by the Convention and Visitors Bureau and Joplin Sports Authority to sustain existing programs and attract new tourism opportunities.

To positively impact growth across all revenue streams, the Profile should consider how identified visitor travel trends will enhance room nights within the Joplin hotel market and amplify the use of Joplin restaurants and retail businesses.

Gap analysis and research should identify group, leisure, and business tourism gaps, aligning market growth and expansion areas.

All proposals must include the methodology and timeline for completing the scope of work, considering the use of, but not limited to:

- Online survey of visitors
- Self-administered surveys
- Visitor intercepts
- Focus groups or other qualified qualitative panels
- Digital data collection

The contractor shall, at a minimum, answer the following about the Great Joplin Tourism Region:

- Who is visiting Joplin (home location, drive distance)
- Where are the top 25 origins from where these visits come from
- Top modes of travel (car, RV, motorcycle, etc.)
- Length of visit
- Frequency of visit
- Top 25 destinations within the Joplin tourism region
- Visitor demographics (age, race, travel party size, household income)
- Length and style of travel planning
- Seasonal activity
- Visit peaks – seasonal, yearly, monthly, and weekly
- Geographic advantages/disadvantages
- Impact from air travel, with top 25 origins for air travel
- Impact on Joplin-based hotels vs. regional properties
- Impact of vacation rental in the market
- Impact regional casinos have on the market
- Impact sports has on the market
- Travel trends for avoid or consider expanding into

FUNDING SOURCE:

This Visitor Profile is included in the Convention and Visitors Bureau FY2024 budget.

RECOMMENDATIONS:

The CVB Advisory Board and Staff recommend approval of this council bill on an emergency basis.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main Street, Joplin, Missouri, and Downs & St. Germain Research, Inc., a Florida corporation, hereinafter referred to as the "Consultant," with offices at 2992 Habersham Dr.,Tallahassee, FL 32309-6881.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal **2024-RFP-01**, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B. Specifically, Consultant shall serve at City's tourism research firm for one year (April 1, 2024 – March 31st, 2025).
2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.
3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. Specifically, the City agrees to pay Consultant a total of Seventy Five Thousand Dollars ($75,000.00) for a one year term, due in the amount of $18,750.00 each quarter.
4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.
6. The Consultant represents that the Consultant will secure at the Consultant's own expense all personnel required to perform the services called for under this contract by the Consultant. Such personnel shall not be employees of or have any contractual relationship with the City

except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under the Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or

referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that the Consultant shall

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney

City of Joplin

602 S. Main Street

Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

D. The indemnification obligations of the consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, it's elected or appointed officials, agents, and employees, for which

indemnification is sought.

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referred hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required in writing may be given by first class mail addressed to Division of Purchases, 602 S. Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards, City Manager

CONSULTANT

Downs & St. Germain Research, Inc.

By: _____

Signature

Name: Joseph St. Germain
Title: President and Project Manager

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-01

VISITOR PROFILE

RFP Due Date: Noon, Wednesday, December 13, 2023

Location: City of Joplin
Convention & Visitors Bureau
602 S. Main Street
Joplin, MO 64801

Staff: Patrick Tuttle

Email: ptuttle@joplinmo.org

Phone: 417-625-4789

Proposals will be received by the Joplin Convention & Visitors Bureau (JCVB) at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to read the entire Request for Proposal carefully.

November 14, 2023

Issue Date

CITY OF JOPLIN, MISSOURI

1.0 SCOPE OF WORK

1.1 Purpose

The Joplin Convention and Visitors Bureau of the City of Joplin is interested in obtaining the services of a consulting firm to complete a visitor profile of the greater Joplin tourism region. We seek a comprehensive profile that details the nature of the visitors coming to the region, their demographics and habits, origins and destinations, and economic impact across many revenue streams.

A deliverable for this project will include a presentation of market strengths, weaknesses, and potential growth areas in a simple, visual format and a road map for enhancing guests' attraction, length of stay, and visit frequency.

All proposals should clearly define how the contractor will work with JCVB Staff and tourism partners to accomplish the work, including methods and a timeline.

1.2 Background

Joplin, Missouri, has a bedtime population of over 50,150 and a daily workforce of over 89,000. The city is the regional hub for over 250,000 in the state's southwest corner. This includes residents of communities surrounding Joplin, encompassing northeast Oklahoma and southeast Kansas. Joplin, as the regional hub, boasts the most prominent hotel market, with just under 2,000 rooms from 23 properties, plus over 200 restaurants.

Joplin tourism attraction efforts are accomplished by two offices, the Joplin Convention and Visitors Bureau and Joplin Sports Authority (JSA). The primary source of revenue is from a 4% lodging tax, which is split 70/30 respectively.

The **Joplin Convention and Visitors Bureau** (d.b.a. Visit Joplin) is a department of the City of Joplin. It focuses on promoting Joplin to group planners, leisure and business travelers, convention/conference planners, and tour operators who come from a distance greater than 70 miles from Joplin, with the goal of generating visits that will result in an overnight stay, a return visit, and more frequent returns. This includes international guests traveling along historic Route 66.

The Joplin CVB, through VisitJoplinMO.com, digital and print branding, positions the collective elements of the travel and tourism infrastructure within the market as a premier destination for increasing visitation while enhancing the visitor experience.

The Joplin City Council commissions the **Joplin Sports Authority** to attract, promote, provide, and support local, state, regional, national, and international sporting events in the Joplin area, which will provide economic impact and enhance the quality of life for the residents of the Joplin area.

1.3 PROFILE REQUIREMENTS

1.3.1 Market Boundaries

The Greater Joplin Tourism Region is in the southwest corner of Missouri, at the intersection of I-44, I-49, and historic Route 66, and is comprised of:

Primarily: the Joplin city limits and the Missouri counties of Jasper and Newton.

Secondarily: Barton and McDonald counties in Missouri, Cherokee and Crawford counties in Kansas, and Ottawa and Delaware counties in Oklahoma.

In the 33-year history of the City of Joplin's engagement in tourism marketing, a detailed Visitor Profile has never been completed. Small, segmented polling has been collected periodically, but all results are pre-pandemic.

1.3.2 Outcomes

The visitor profile must provide data regarding two variables:

1) The impact, data, and activities of guests with a home of origin greater than 70 miles from Joplin (outer market) and

2) the impact, data, and activities of visitors who reside within the 70-mile radius of Joplin but outside Joplin city limits (regional market).

The consultant will be expected to make formal presentations in Joplin on or near the start and conclusion to present the course of the research, summarize the project, and communicate findings, respectively, before tourism stakeholders and elected officials.

This Profile's analytics, reports, and work products will be used to enhance stakeholder knowledge and improve communication with stakeholders, elected officials, economic development organizations, and community leaders. Additionally, the findings will be used by the JCVB and JSA to sustain existing programs and attract new tourism opportunities.

To positively impact growth across all revenue streams, the Profile should consider how identified visitor travel trends will enhance room nights within the Joplin hotel market and amplify the use of Joplin restaurants and retail businesses.

Gap analysis and research should identify group, leisure, and business tourism gaps, aligning areas of market growth and expansion.

All proposals must include the methodology and timeline for completing the scope of work, considering the use of, but not limited to:

- Online survey of visitors
- Self-administered surveys
- Visitor intercepts
- Focus groups or other qualified qualitative panels
- Digital data collection

The contractor shall, at a minimum, answer the following about the Great Joplin Tourism Region:

- Who is visiting Joplin (home location, drive distance)
- Where are the top 25 origins from where these visits are from
- Top modes of travel (car, RV, motorcycle, etc.)
- Length of visit
- Frequency of visit
- Top 25 destinations within the Joplin tourism region
- Visitor demographics (age, race, travel party size, household income)
- Length and style of travel planning
- Seasonal activity
- Visit peaks – seasonal, yearly, monthly, and weekly
- Geographic advantages/disadvantages
- Impact from air travel, with top 25 origins for air travel
- Impact on Joplin-based hotels vs. regional properties
- Impact of vacation rental in market
- Impact regional casinos have on the market
- Impact sports has on the market
- Travel trends for avoid or consider expanding into

The JCVB does have multiple years of STR reports and six (6) years of Visa Vue specific to the Joplin market.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will deliver on the Scope of Work required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Work and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address.

B. Project manager's name and direct contact information (phone and email).

C. Year firm was established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

D. Provide the firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries, with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

E. Firm's website URL.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must participate. If a member must be replaced because of extenuating circumstances, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information that the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type of work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City of Joplin anticipates that the following timetable will apply to this RFP. The dates following the RFP issue date are subject to change:

Activity	Date
RFP Issued	November 14, 2023
RFP Due Date @ Noon	December 13, 2023
Finalist Interviews (if required)	January 3-5, 2024
Vendor Selection	January 10, 2024
Complete Contract	January 23, 2024
Present Contract to City Council for Approval	February 5, 2024
Consultant Commence Work	February 19, 2024
Draft Presentation to Assessment Committee	September 17, 2024
Final Report Presentation to City Council	October 7, 2024

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue an Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFP or any other matters that the City deems appropriate. An addendum will be issued to those to whom the City sent the original RFP.

Any request for clarification or request for additional information regarding this RFP should be submitted no later than noon on Wednesday, December 13, 2023, via e-mail to ptuttle@joplinmo.org or in writing to Patrick Tuttle (Attn: Joplin 2024-RFP-01), City of Joplin, 602 S. Main Street, Joplin, MO 64801.

No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the JCVB at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing the Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - the vendor will use to conduct work outlined in RFP and provide evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of a complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should the Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit the Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if the Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can

be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the RFP. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated a selection will be made by January 10, 2024. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities, and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Joplin Convention & Visitors Bureau no later than Noon, Wednesday, December 13, 2023. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

JOPLIN CONVENTION & VISITORS BUREAU / CITY OF JOPLIN

PATRICK TUTTLE

602 S. MAIN STREET

JOPLIN, MO 64801

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL NO. 2024-RFP-01: NOON, WED, DEC 13, 2023. VISITOR PROFILE".

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals. The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

# # #

NOTICE: *This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.*

EXHIBIT A

CONTRACT NO._____

CITY ADDRESS & PHONE **NAME, ADDRESS & PHONE OF CONSULTANT**

Joplin CVB / City of Joplin

602 S. Main Street

Joplin, MO 64801

417-625-4789

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main Street, Joplin, Missouri, and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal **2024-RFP-01**, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____, which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.
2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.
3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.
4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that the Consultant will secure at the Consultant's own expense all personnel required to perform the services called for under this contract by the Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under the Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney

    City of Joplin

    602 S. Main Street

    Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

24. **Notices:** All notices required or permitted hereunder and required in writing may be given by first class mail addressed to Division of Purchases, 602 S. Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards, City Manager

CONSULTANT

_____

Company Name

By: _____

Signature

Name: _____

Print or type

Title: _____

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

2024-RFP-01 Scoring

Tourism Visitor Profile

	STAFF REVIEW AND SCORES							INTERVIEW SCORES		
PERSON ONE	1	2	3	4	5	6	7	1	2	3
	Nat'l Travel Center	**Revata, LLC**	**Downs St. Germain**	**Iamecon**	**Future Partners**	**Madden Media**	**Gray Research**	**Gray Research**	**Nat'l Travel Center**	**Downs St. Germain**
Location:	Lancaster, PA	Mt. Pleasant, IA	Tallahassee, FL	Austin, TX	San Francisco, CA	Tucson, AZ	Timonium, MD	Timonium, MD	Lancaster, PA	Tallahassee, FL
Total Score	65	39	81	53	58	63	69	44	36	48
PERSON TWO	1	2	3	4	5	6	7	1	2	3
Total Score	94	26	90	27	45	52	88	40	40	50
PERSON THREE	1	2	3	4	5	6	7	1	2	3
Total Score	67	13	77	29	0	58	74	30	19	41
AVERAGES	75.3	26.0	82.7	36.3	34.3	57.7	77.0	38.0	31.7	46.3
	Nat'l Travel Center	**Revata, LLC**	**Downs St. Germain**	**Iamecon**	**Future Partners**	**Madden Media**	**Gray Research**	**Gray Research**	**Nat'l Travel Center**	**Downs St. Germain**

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $5,000

BID #: 2024-RFP-01 BID ITEM DESCRIPTION: **Visitor Profile**

BID OPENING DEADLINE: December 13, 2023, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** December 14, 2023

OPENED BY: Patrick Tuttle **WITNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED - Yes OR No	BID AMOUNT	
		EMAIL		WEBSITE			
1	**National Travel Center** 433 N. Charlotte Street Lancaster, PA 17603	December 11, 2023	Maree Forbes Gaughan, PhD	717-617-2051		Project Travel Total	$ 40,000 $ 10,000 $ 50,000
	maree.forbes@nationaltravelcenter.org						
	EXAMPLE:						
2	**Revata, LLC** 120 S. Main Street #103 Mt. Pleasant, IA 52641	December 12, 2023	Kellen Gracey, PhD	319-359-9040		Project Travel Total	$ 100,000 $ 100,000
	kellen@revataconsulting.com			revataconsulting.com			
	EXAMPLE:						
3	**Downs & St. Germain Research, Inc.** 2992 Habersham Drive Tallahassee, FL 32309	December 12, 2023	Joseph St. Germain	850-906-3111		Project Travel Total	$ 75,000 $ - $ 75,000
	joseph@dsg-research.com			dsg-research.com			
	EXAMPLE:						
4	**Iamecon** 1601 E. Cesar Chavez St. #205 Austin, TX 78702	December 12, 2023	Devrim Ikizler, PhD	512-293-5246		Project Travel Total	$ 52,000 $ 5,000 $ 57,000
	devrim@iamecon.com			iamecon.com			
	EXAMPLE:						
5	**Future Partners** 1304 Lombard Street #8 San Francisco, CA 94109	December 12, 2023	Courtney Foste	954-614-0859		Project Travel Total	$ 140,300 $ - $ 140,300
	courteny@futurepartners.com			futurepartners.com			
	EXAMPLE:						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $5,000

BID #: 2024-RFP-01 BID ITEM DESCRIPTION: **Visitor Profile**

BID OPENING DEADLINE: December 13, 2023, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** December 14, 2023

OPENED BY: Patrick Tuttle **WITNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED - Yes OR No	BID AMOUNT	
		EMAIL		WEBSITE			
6	**Madden Preprint Media, LLC** 31 N. 6th Ave, Ste 105-157 Tucson, AZ 85701	December 12, 2023	Kim Thompson	816-341-3776		Project Travel Total	$ 26,300 $ - $ 26,300
		kthompson@maddenmedia.com		maddenmedia.com			
	EXAMPLE:						
7	**Gray Research Solutions** PO Box 5493 Timonium, MD 21094-5493	December 13, 2023	Shannon Gray	615-925-1304		Project Travel Total	$ 53,500 $ - $ 53,500
		shannon@grayresearchsolutions.com		grayresearchsolutions.com			
	EXAMPLE:						
8							
	EXAMPLE:						
9							
	EXAMPLE:						
10							
	EXAMPLE:						

NOTICE OF AWARD

State Of Missouri
Division Of Tourism
Cooperative Marketing Program
PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER **24-110-15-093001**	CONTRACT TYPE **Marketing Platform Development**
PROJECT NAME **Visitor Profile Study**	CONTRACT PERIOD **July 1, 2023 through June 30, 2024**
DMO NAME **Joplin Convention and Visitors Bureau**	VENDOR NUMBER **44-6000196**
ADDRESS **602 S. Main** **Joplin, MO 64801**	AMOUNT APPROVED **$22,500.00**

ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS:

The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions:

- Terms and Conditions (attached)
- Required outcome measurement:
  1. **Project Assessment Report form**
  2. **Copy of completed project**
- Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

DIRECTOR OF THE DIVISION OF TOURISM	DATE
Signature Stephen Foutes	07-26-2023

ACCEPTANCE OF AWARD

This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement.

As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.

CEO, Nick Edwards *Signature*	DATE 7-25-23
PROJECT DIRECTOR, Patrick Tuttle *Signature*	DATE 7-25-23

COUNCIL BILL NO. 2024-603 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Downs and St. Germain, a Florida Corporation, to conduct a Tourism Visitor Profile of the Joplin tourism region for the not to exceed the price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), authorizing the City Manager to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

WHEREAS, the City of Joplin is interested in obtaining the services of a consulting firm to complete a visitor profile of the greater Joplin tourism region. We seek a comprehensive profile that details the nature of the visitors coming to the region, their demographics and habits, origins and destinations, and economic impact across many revenue streams and

WHEREAS, to obtain a clearer understanding of market strengths, weaknesses, and potential growth areas in a simple, visual format and a road map for enhancing guests′ attraction, length of stay, and visit frequency, and

WHEREAS, The City desires to engage a Consultant to perform the services described in Request for Proposal 2024-RFP-01: Joplin Visitor Profile, attached hereto and incorporated by reference as Exhibit A.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Downs St. Germain Research, Inc., a Florida corporation, to conduct a Tourism Visitor Profile of the Joplin tourism region for the not-to-exceed price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "B," be and the same is hereby approved.

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

Section 3. That funding for the agreement is within the fiscal year 2024 budget appropriations as adopted by Ordinance 2023-158, with the initial portion of this project, Twenty-Two Thousand Five Hundred and 00/100 Dollars ($22,500.00), funded through a Missouri Division of Tourism grant.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, in 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 February, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2024-604. This Council Bill approves the Agreement between the World Street Painting Foundation, The Netherlands, for consulting on developing and marketing a 3D Street Painting Festival for three years (2024, 2025, 2026) with an option to add 2027 as a signature event to mark the centennial of Route 66 and increase visitation to the Joplin tourism market.

MEETING DATE:

Monday, February 5, 2024

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

ATTACHMENTS:

CB 2024-604 Ordinance; Exhibit A: Request for Proposal 2025-RFP-04: 3D Street Painting Festival Consultant; Exhibit B: Agreement between World Street Painting Foundation & COJ; and Consultant's Bid Proposal.

REVIEWED BY:

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

SUMMARY REQUEST:

This Council Bill authorizes an agreement between the World Street Painting Foundation to consult on developing and marketing a Joplin Route 66 Centennial signature *3D Street Painting Festival* event for three years (2024, 2025, 2026), with an option to add 2027, with the intent of increasing visitation to the Joplin tourism market.

BACKGROUND:

The Joplin Convention and Visitors Bureau, with the Joplin Celebrations Commission, Joplin Parks and Recreation, and various members of the Joplin Arts community, in conjunction with regional Route 66 partners, have an opportunity to develop a signature event to capitalize on region-wide activities that will be occurring in 2026.

Goal - create a unique, signature event as Joplin's recognition of the 2026 milestone celebration of the Route 66 centennial year.

Concept - develop an international 3D Street Painting Festival with the assistance of an established international street painting organization.

Street Painting - is a performance art rendering artistic designs on the pavement with semi-permanent materials such as chalk or paint.

3D Art - three-dimensional art is the expression of applying the dimensions of height, width, and depth.

The World Street Painting Foundation holds its annual *World Street Art Festivals* in The Netherlands and Germany. Through this agreement, a version of these annual festivals would be held in the U.S.A., namely Joplin and Route 66—their only US location.

This partnership will offer an international connection with an established audience, a community of artists, and an internal marketing team. The international appeal will be a great Route 66 draw during the centennial, plus USA 250, the FIFA World Cup, and other overlapping events with international appeal.

Event specifics:

- Joplin's World 3D Street Painting Festival series will kick off this June with an introduction event (3 artists) to help build momentum and attract sponsors for a more compelling event in 2026 (20 artists).
- The 2025 event would be slightly smaller (10 artists), allowing us to build experience and gain awareness and media exposure.
- Should a decision be made to continue the signature series past the Route 66 Centennial, 2027 may or may not need a consultant's help.
- The festival locations would be along Joplin's historic Route 66. Since the route designation in 1926, Schifferdecker Park has been a Route 66 landmark.
- In 2024, the initial (teaching) event will be on the grounds of the Harry M. Cornell Jr. Arts and Entertainment Complex.
- The 2025-2027 events will be along the dead-end roadway in the southeast corner of Schifferdecker Park.
- Seed funding would come from the CVB budget; however, sponsorships and grant funding, including in-kind contributions, would be sought for most of the budget. Consultant's fees are within the annual budget structure.
- Though the art creation event would span five days, the 3D paintings will be on exhibit for months. This will attract guests for the signature event and then continue attracting viewers for several months.
- Including international artists is a crucial factor in the event's success, providing the CVB with a highly marketable experience to attract visitors from around the globe.
- The working dates are for the event to be held during the first full week of June each year.

FUNDING SOURCE:

Funding for the initial year of the agreement is in the CVB FY 2024 budget.

RECOMMENDATIONS:

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

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main Street, Joplin, Missouri, and World Street Painting Foundation, hereinafter referred to as the "Consultant," with offices at Eusebiusbuitensingel 9, 6828 HT Arnhem, the Netherlands.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal **2024-RFP-05**, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal January 6, 2024, which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B. Specifically, Consultant shall serve at City's 3D Street Painting Festival Consultant for three years (2024, 2025, 2026), with an option to add 2027, subject to the termination rights and non-appropriation clause contained in this Agreement.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. Specifically, the City agrees to pay Consultant as follows: $30,000 for the fiscal year 2024, $90,000 for the fiscal year 2025, $155,000 for the fiscal year 2026, and $115,000 for the optional fiscal year 2027. Funding for each year is conditioned on City Council approval and appropriation in the city budget each fiscal year.

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

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that the Consultant will secure at the Consultant's own expense all personnel required to perform the services called for under this contract by the Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under the Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant. In the event that the City does not appropriate funds in the city budget for any fiscal year for this agreement the City shall notify the Consultant of this non-appropriation and termination of this agreement.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

    The City of Joplin shall retain all rights, access and ownership to the City's street painting festival and any intellectual property, websites, web addresses, and social media media pages.

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex,

religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney

City of Joplin

602 S. Main Street

Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime

compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

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

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

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

20. **Non-Appropriation**. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. The City's fiscal year runs November 1 to October 31.

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

22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referred hereto and signed by both parties.

24. **Waiver:** No provision of the contract documents shall be construed, expressly or by

implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

25. **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, the venue shall be proper only in the Circuit Court of Jasper County, Missouri.

26. **Notices:** All notices required or permitted hereunder and required in writing may be given by first class mail addressed to Patrick Tuttle, Director of Conventions and Visitor's Bureau, 602 S. Main, Joplin, Missouri, 64801, and a copy to City Attorney, City of Joplin, 602 S. Main, Joplin, MO 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards, City Manager

CONSULTANT

World Street Painting Foundation

By: _____

Signature

Name: Mike Kothuis

Title: Founder

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

REQUEST FOR PROPOSAL NO. 2024-RFP-05: 3D Street Painting Festival Consultant

Dear Mister Patrick Tuttle,

January 6th 2024

As initiator, production- and project leader for the World Street Painting Foundation and their festivals, I read the specifications regarding the RFP for a 3D Street Painting Festival Consultant with great admiration and interest. That is why I would like to submit a proposal for the requested role. Based on the purpose, background and festival specifics in your RFP you will find all content requirements within this proposal from the World Street Painting Foundation.

I would like to consult, co-organize and help in any way within the development of a unique 3D Street Painting range of Festivals in the City of Joplin that will attract the attendance from domestic and International visitors based on the best 3D Street Art in the world.
This 3D Street Art will be made by National and International street painters from over the World and we bring them together to create a next level Route 66 experience to attract International guests and make an impact on tourism to the City of Joplin for many years to come.

Profile

My name is Mike Kothuis and I'm 56 years of age and I live in the Netherlands. I have been active as an organizer and producer in the world of 3D street paintings(also called 3D Street Art) since 2013 and initiated the first 3D street painting festival in Arnhem, The Netherlands in September 2014. This was called "The World Street Painting Festival and it was the first 3D street paintings only festival in the World at that time and it was the kick-off of many more 3D Street Painting Festivals to come. Next to my 3D Street Art life, I am a real estate agent within the B2B market and my thirty years plus in B2B and B2C experience may come in handy in the sponsor finding process.

This year we celebrate our 10th Anniversary of The World Street Painting Festival. The realization of the street painting festivals has been done by StreetArt.Support (my company) and by Bureau Kessel (my organization- and marketing partner, Miss Marieke van Kessel with her team). Miss Marieke van Kessel is 42 years old and also lives in the Netherlands. She has gained experience with her agency for events, project organization and communication solutions called Bureau Kessel. Over the last 14 years in creating campaigns, organizing and producing creative government and business events we worked together on World Street Painting and we share the love for connecting people with 3D Street Art.



World Street Painting Foundation
Eusebiusbuitensingel 9

Together we founded The World Street Painting Foundation that has set itself the goal of making public spaces more beautiful and bringing 3D Street Art close to people all over the world. The events are unique because of the connection of the art within the city and its public spaces. The Interpretations of the International street painters creates an International perspective on the City of Joplin. It brings people together on the streets and lets them interact within the illusion of 3D Street Art. That is why the economic impact for the city and its regional hub is great.

Experience

2014 - **1st World Street Painting Festival** - Arnhem, the Netherlands - **13 artists**

2015 - **2nd World Street Painting Festival** - Arnhem, the Netherlands - **13 artists**

2016 - **3D Street Painting Festival** - Sofia & Mogilvo, Bulgaria - **5 artists**

2016 - **3rd World Street Painting Festival** - Arnhem, the Netherlands - **9 artists**

2017 - **4th World Street Painting Festival** - Arnhem, the Netherlands - **11 artists**

2018 - **Climate Street Painting Festival** - Zwolle, the Netherlands - **13 artists**

2018 - **5th World Street Painting Festival** - Arnhem, the Netherlands - **13 artists**

2019 - **6th World Street Painting Festival** - Arnhem, the Netherlands - **29 artists**

2019 - **Madonnari Street Painting Festival** - Delft, the Netherlands - **11 artists**

2021 - **7th World Street Painting Festival** - Arnhem, the Netherlands - **6 artists**

2021 - **7th World Street Painting Festival** - Doetinchem, the Netherlands - **10 artists**

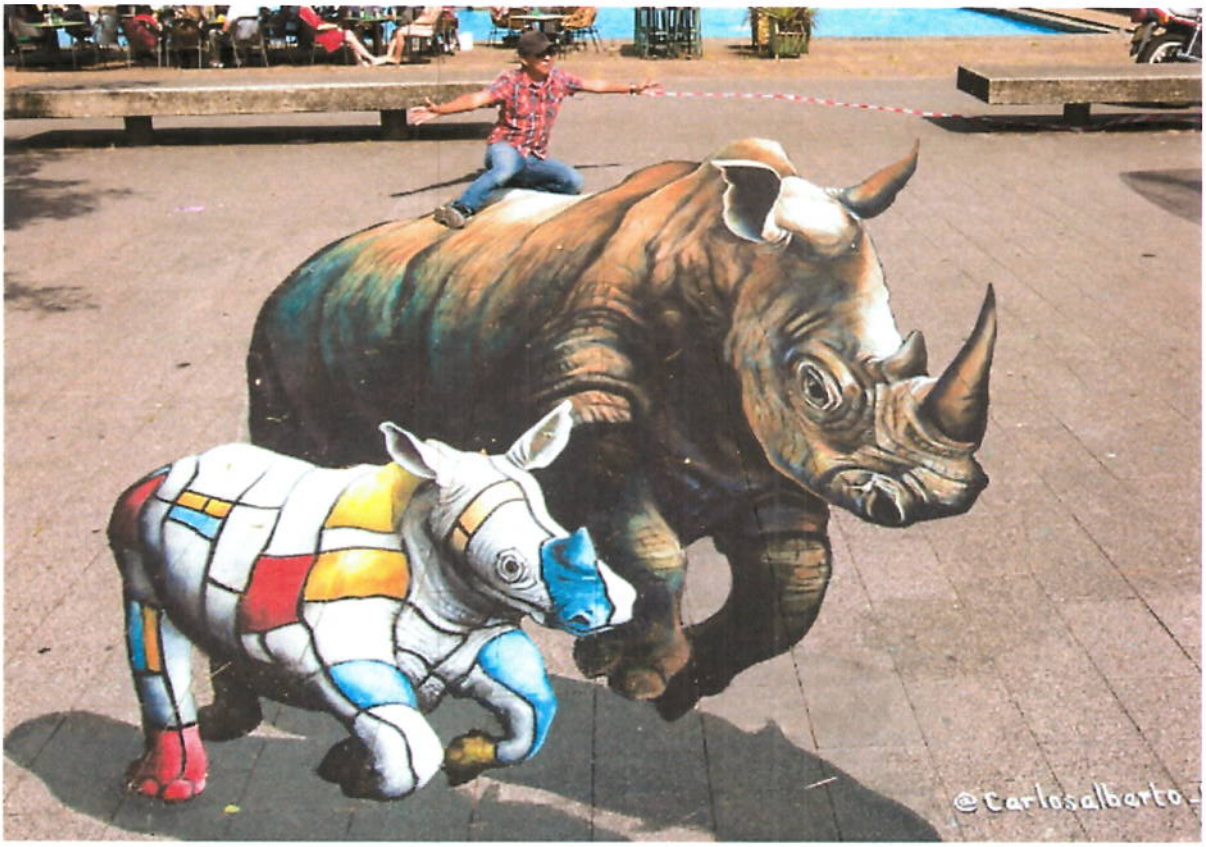
2022 - **8th World Street Painting Festival** - Apeldoorn, Arnhem & Rotterdam, the Netherlands
- 1 festival in 3 Cities creating **26 paintings created by 11 artists**

2023 - **9th World Street Painting Festival** - Neuwied, the Germany - **8 artists**

2023 - **Nieuwegein Street Art Festival** - Nieuwegein, the Netherlands - **15 artists**

During the ***Festival*** *(the 3 days the street painters create the 3D street paintings)* the amount of visitors varies between 25.000 and 40.000 visitors, all depending on the size of the City and the weather in the chosen week. Right after the Festival the ***Exhibition period*** starts *(the moment the street paintings are ready and you can interact with the 3D street painting and take great photos)*, the number of visitors vary between 250.000 and 400.000, depending on the weather and the length of the exhibition (average is 3 months).

Photos from 3D street paintings made during the Festivals over the years

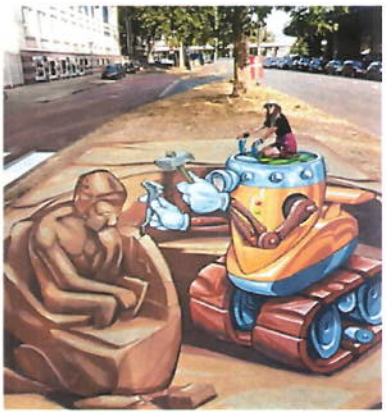










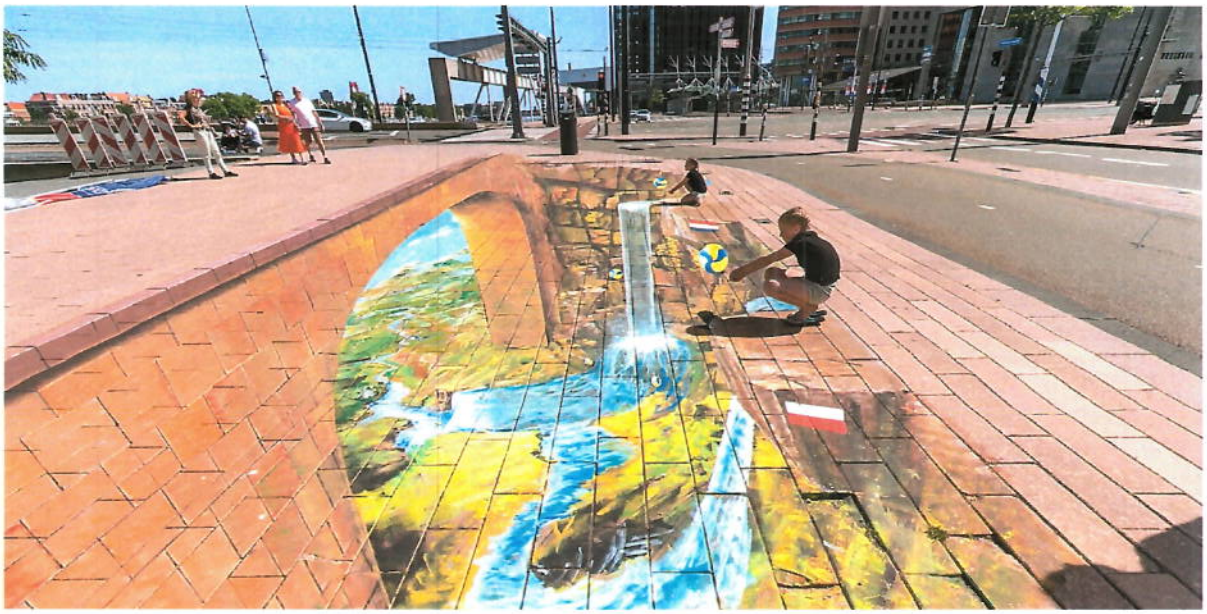


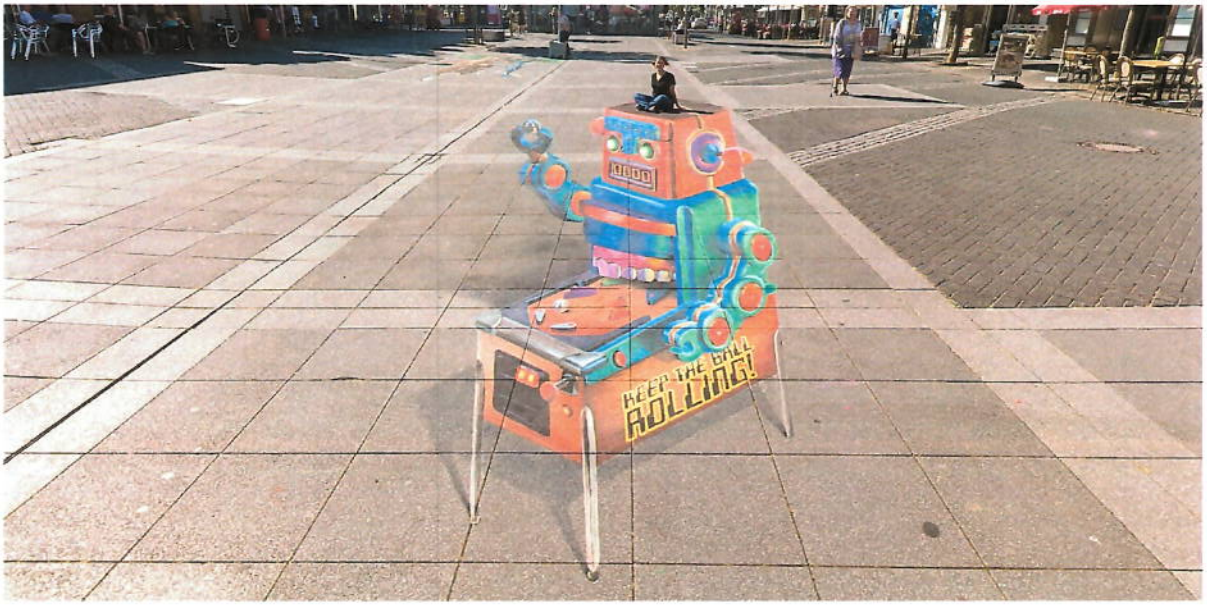
Photos of audience during made during the Exhibition period over the years

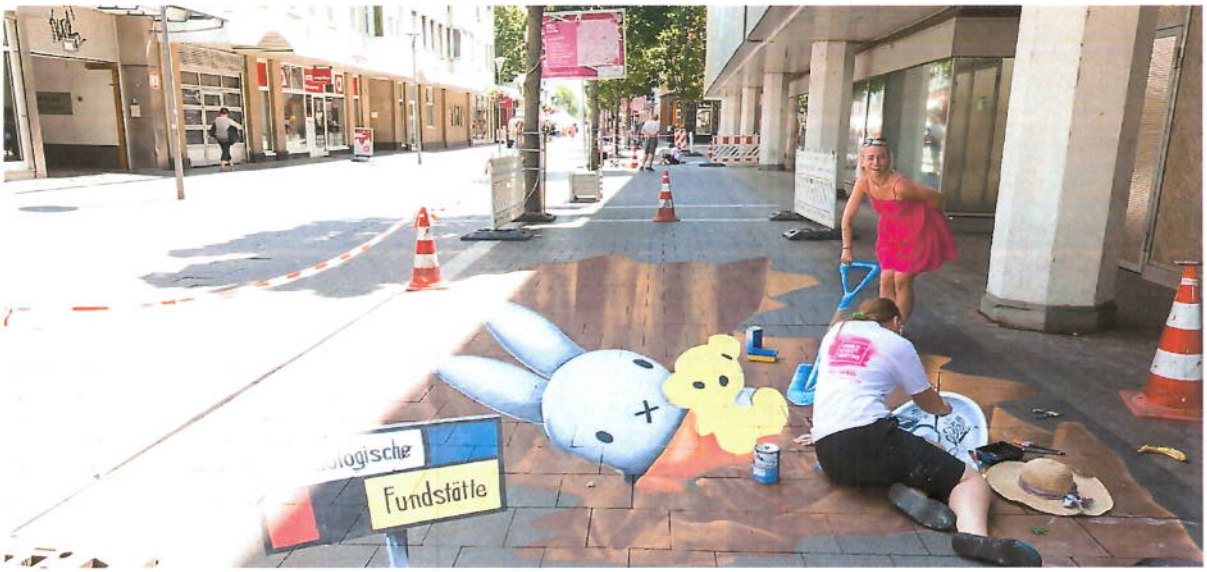




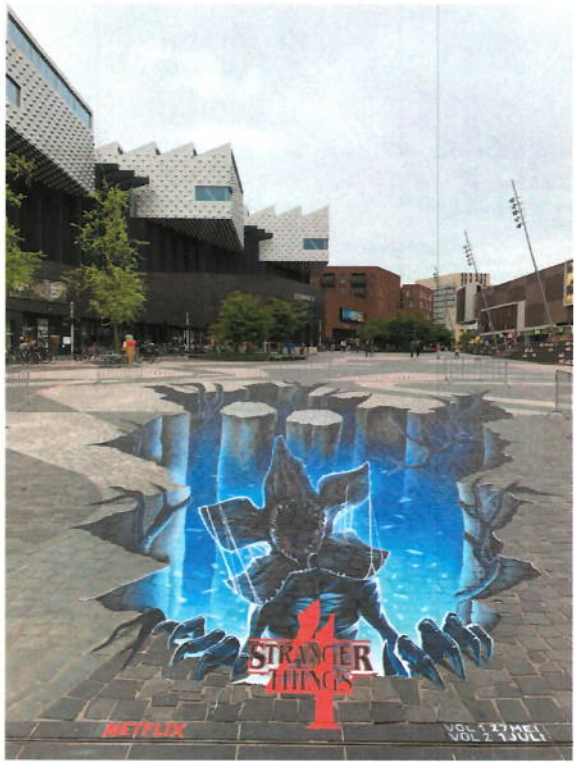





KEEP THE BALL
ROLLING!


Fundstätte

Next to the festivals we produced over a 100 Plus 3D street paintings for commercial use for businesses and organizations all over the world. Some of the companies we worked for are:
Mercedes Trucks, Netflix, TU Delft World Solar Challenge, Dopper, Wereldhave, The Ponds of Brookfield Ice Arena, Shopping Mall Westfield Barcelona, Ministry of Infrastructure and many more.







Marketing

Bureau Kessel and StreetArt.support are the driving force behind the World Street Painting Festivals and are willing to bring this European, Dutch based festival to the City of Joplin, Missouri in the United States of America. We want to create a unique Route 66 Centennial celebration in the City of Joplin with a one of a kind signature event that centers the City of Joplin on the celebrations of the anniversary of Route 66. The marketing is focused at connecting Route 66 Internationally, Nationally and the domestic region by targeting different target audiences with the City of Joplin as the place to experience Route 66 in 3D illusions (3D Street Art) during the Festival and the Exhibition period. Tourism to the City of Joplin is the most important.

In 2024 we would like to connect with domestic tourism by showing what 3D street painting does and engage with potential sponsors. We would like to include Joplin's companies in the creation of the festival. Involving hotels, restaurants and shops to make arrangements for 2025. In 2025 we would like to invite tour operators, travel agents and press go on familiarization trips to the Festival to learn first hand about the locations, airlines, tours, hotels and travels they could sell for the 100th anniversary of Route 66 in 2026. Together we want to create as much impact as possible.

The communications of the festival we would like to engage with the local community to get the buzz started via social media, prints, outdoor ads and signing of the festival.

References

City representatives
World Street Painting Festival (2014-2021) in Arnhem, The Netherlands
Bob Roelofs (Alderman City of Arnhem) Phone Number +31 263 774 681



Alderman City of Arnhem in wall floor 3D street painting of Nate Baranowski (USA).

World Street Painting Festival (2023) in Neuwied, Germany.
Jan Einig (Mayor City of Neuwied) Phone Number +492 631 8020



Mayor city of Neuwied in 3D street painting of Jan Riggins (USA)

3D Street Painters (USA)

Tracy Lee Stum - Phone Number +1 805 302 4502



Tracy Lee Stum (USA) in her 3D street painting in Arnhem (2017).

Nate Baranowski - Phone Number +1 309 360 5890



Nate Baranowski (USA) in his 3D Street Painting in Arnhem (2019).

REQUEST FOR PROPOSAL NO. 2024-RFP-05: 3D Street Painting Festival Consultant

Budget Joplin 3D Street Painting Festival

2024: $30.000 See appendix 1

2025: $90.000 See appendix 2

2026: $155.000 See appendix 3

2027: $115.000 See appendix 4

Parties

World Street Painting Foundation
Eusebiusbuitensingel 9
6828 HT Arnhem
The Netherlands

POWERED BY

StreetArt.support
Schoolstraat 1
6997 AK Hoog Keppel
The Netherlands

Bureau Kessel
Dorpsstraat 95
6986 AL Angerlo
The Netherlands

Sincerely yours,

Mike Kothuis

Appendix no. 1

Budget	World Street Painting Joplin USA 2024 Line item	Costs in Euro	Costs in Dollar	Barter possibility	
Program	Fee 3 International Street Painters	€ 7.500	$8.250		
	Artist materials	€ 600	$660		
	Hotel incl breakfast (4 nights p.p.)	€ 3.750	$4.125	**Yes**	
	Travel Expenses	€ 5.000	$5.500		
	Lunch, Snacks, Dinner	€ 875	$963	**Yes**	
			$19.498		**$5.088**
Production	Storage during festival	€ 0	$0	**Yes**	
	Shielding and fencing	€ 300	$330	**Yes**	
	Small production materials	€ 225	$248		
	Opening program	€ 0	$0	**Yes**	
	Signing (excl design)	€ 250	$275	**Yes**	
	Sigingen expoframes 160x120 cm (excl design)	€ 0	$0	**Yes**	
			$853		**$605**
Organization	Organisation	€ 2.000	$2.200		
	Production	€ 2.000	$2.200		
	Office expenses	€ 175	$193		
			$4.593		**$0**
Marketing	Content management	€ 750	$825		
	Website	€ 250	$275		
	Multi language translations	€ 150	$165		
	Travel trade	€ 400	$440		
	Printwork	€ 500	$550	**Yes**	
	Shirts Artist/Crew	€ 100	$110	**Yes**	
	Design	€ 350	$385		
	Meta adds	€ 250	$275		
	Video's - Event Photography	€ 1.000	$1.100		
	Advertising	€ 500	$550		
			$4.675		**$660**
	Unforseen	€ 348	$383		
Total		**€ 27.273**	**$30.000**		

* The 2024 budget is for a 3D streetpainting made by 3 Internationale 3D street painters.
* The World Street Painting crew consists 2 people so there will be 5 persons in total.
* We will take care of content management and integrate the partners and funders of the festival teaser.
* This budget is excluding permits and insurances.

Appendix no.2

Budget	World Street Painting Joplin USA 2025 Line item	Costs in Euro	Costs in Dollar	Barter possibility
Program	Fee 10 International Street Painters	€ 17.500	$19.250	
	Artist materials	€ 2.000	$2.200	
	Hotel including breakfast (4 nights p.p.)	€ 11.250	$12.375	Yes
	Travel Expenses	€ 10.000	$11.000	
	Lunch, Snacks, Dinner (5 days)	€ 2.625	$2.888	Yes
			$47.713	**$15.263**
Production	Storage during festival	€ 1.000	$1.100	Yes
	Shielding and fencing	€ 1.000	$1.100	Yes
	Small production materials	€ 750	$825	
	Opening program	€ 1.500	$1.650	Yes
	Signing paintings (excl design)	€ 2.400	$2.640	Yes
	Sigingen routing (excl design)	€ 2.370	$2.607	Yes
			$9.922	**$9.097**
Organisation	Organisation	€ 4.500	$4.950	
	Production	€ 4.500	$4.950	
	Office expenses	€ 850	$935	
			$10.835	**$0**
Marketing	Content management	€ 3.500	$3.850	
	Website	€ 1.500	$1.650	
	Multi language translations	€ 900	$990	
	Travel trade	€ 3.000	$3.300	
	Printwork	€ 2.450	$2.695	Yes
	Shirts Artist/Crew	€ 420	$462	Yes
	Design	€ 1.900	$2.090	
	Meta adds	€ 1.500	$1.650	
	Video's	€ 1.800	$1.980	
	Event Photography	€ 900	$990	
	Advertising	€ 1.500	$1.650	
			$21.307	**$3.157**
	Unforseen	€ 203	$223	
Total		**€ 81.818**	**$90.000**	

* This budget is for a festival with 10 internationale 3D street painters. They will work 3 days in a row.
* The World Street Painting crew consists 5 people so there will be 15 persons in total.
* We will take care of content management and integrate the partners and funders of the festival.
* This budget is excluding permits and insurances.

Appendix no. 3

Budget	World Street Painting Joplin USA 2026 Line item	Costs in Euro	Costs in Dollar	Barter possibility	
Program	Fee 20 International Street Painters	€ 35.000	$38.500		
	Artist materials	€ 4.000	$4.400		
	Hotel including breakfast (4 nights p.p.)	€ 18.750	$20.625	Yes	
	Travel Expenses	€ 20.000	$22.000		
	Lunch, Snacks, Dinner (5 days)	€ 4.375	$4.813	Yes	
			$90.338		**$25.438**
Production	Storage during festival	€ 1.000	$1.100	Yes	
	Shielding and fencing	€ 2.000	$2.200	Yes	
	Small production materials	€ 1.500	$1.650		
	Opening program	€ 1.500	$1.650	Yes	
	Signing painitngs (excl design)	€ 6.000	$6.600	Yes	
	Sigingen routing (excl design)	€ 2.370	$2.607	Yes	
			$15.807		**$14.157**
Organisation	Organisation	€ 5.000	$5.500		
	Production	€ 5.000	$5.500		
	Office expenses	€ 850	$935		
			$11.935		**$0**
Marketing	Content management	€ 5.000	$5.500		
	Website	€ 1.500	$1.650		
	Multi language translations	€ 1.200	$1.320		
	Travel trade	€ 5.000	$5.500		
	Printwork	€ 3.450	$3.795	Yes	
	Shirts Artist/Crew	€ 700	$770	Yes	
	Design	€ 2.300	$2.530		
	Meta adds	€ 3.000	$3.300		
	Video's	€ 2.800	$3.080		
	Event Photography	€ 1.800	$1.980		
	Advertising	€ 5.000	$5.500		
			$34.925		**$4.565**
	Unforseen	€ 1.814	$1.995		
Total		**€ 140.909**	**$155.000**		

* This budget is for a festival with 20 internationale 3D street painters. They will work 3 days in a row.
* The World Street Painting crew consists 5 people so there will be 25 persons in total.
* We will take care of content management and integrate the partners and funders of the festival.
* This budget is excluding permits and insurances.

Appendix no. 4

Budget	World Street Painting Joplin USA 2027 Line item	Costs in Euro	Costs in Dollar	Barter possibility	
Program	Fee 15 International Street Painters	€ 26.250	$28.875		
	Artist materials	€ 3.000	$3.300		
	Hotel including breakfast (4 nights p.p.)	€ 15.000	$16.500	Yes	
	Travel Expenses	€ 15.000	$16.500		
	Lunch, Snacks, Dinner (5 days)	€ 3.500	$3.850	Yes	
			$69.025		**$20.350**
Production	Storage during festival	€ 1.000	$1.100	Yes	
	Shielding and fencing	€ 1.000	$1.100	Yes	
	Small production materials	€ 750	$825		
	Opening program	€ 1.500	$1.650	Yes	
	Signing paintings (excl design)	€ 4.000	$4.400	Yes	
	Sigingen routing (excl design)	€ 1.800	$1.980	Yes	
			$11.055		**$10.230**
Organisation	Organisation	€ 4.500	$4.950		
	Production	€ 4.500	$4.950		
	Office expenses	€ 850	$935		
			$10.835		**$0**
Marketing	Content management	€ 3.500	$3.850		
	Website	€ 1.000	$1.100		
	Multi language translations	€ 900	$990		
	Travel trade	€ 3.000	$3.300		
	Printwork	€ 2.750	$3.025	Yes	
	Shirts Artist/Crew	€ 420	$462	Yes	
	Design	€ 2.300	$2.530		
	Meta adds	€ 2.000	$2.200		
	Video's	€ 2.800	$3.080		
	Event Photography	€ 1.200	$1.320		
	Advertising	€ 1.750	$1.925		
			$23.782		**$3.487**
	Unforseen	€ 275	$303		
Total		**€ 104.545**	**$115.000**		

* This budget is for a festival with 15 internationale 3D street painters. They will work 3 days in a row.
* The World Street Painting crew consists 5 people so there will be 20 persons in total.
* We will take care of content management and integrate the partners and funders of the festival.
* This budget is excluding permits and insurances.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-05

a 3D Street Painting Festival Consultant

RFP Due Date: 12:00 P.M., Thursday, January 11, 2024

Location: City of Joplin
Convention & Visitors Bureau
602 S. Main Street
Joplin, MO 64801

Staff: Patrick Tuttle

Email: ptuttle@joplinmo.org

Phone: 417-625-4789

Proposals will be received by the Joplin Convention & Visitors Bureau (JCVB) at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to read the entire Request for Proposal carefully.

December 14, 2023

Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri, will accept sealed bid proposals until 12;00 A.M., Thursday, January 11, 2024, through the Joplin Convention & Visitors Bureau "JCVB" located at 602 S. Main Street, Joplin, Missouri, 64801 USA, for the following SERVICE:

a Consultant to Assist in Developing

a 3D Street Painting Festival

To meet the needs of the JCVB and the Joplin Celebrations Commission "JCC" in planning a unique festival series that will mark the 100th anniversary of the historic ROUTE 66, a consultant is sought who:

- has a background with 3D street painting festivals,
- will help the City of Joplin develop a 3D street painting festival,
- will advise on the festival setup and operation,
- has proven connections to attract world-renowned U.S. and international 3D street painting artists,
- will work within a prescribed budget,
- will work within the dates and specifics detailed within this RFP,
- will have the marketing resources to capture the essence of the festival and assist with international promotions.

CITY OF JOPLIN, MISSOURI

1.0 SCOPE OF WORK

1.1 Purpose

The Joplin Convention and Visitors Bureau, with the Joplin Celebrations Commission, Joplin Parks and Recreation, and various members of the Joplin arts community, in conjunction with our regional Route 66 partners, seeks to develop a series of events that will offer the world a unique Route 66 Centennial celebration in Joplin.

Being unique means being a standout among all Route 66 communities and hosting a celebration that has no comparison. We could settle and host the same types of events everyone does every year – car show, concert, arts & craft vendors - but in 2026, the Route 66 Centennial is a once-in-a-lifetime opportunity to develop a distinctive, one-of-a-kind signature event that will provide the widest participation and attendance from domestic and international guests.

The series would kick off in 2024 with a small introduction event to help build momentum for a larger signature event in 2026, and with growing the right community support, hopefully sustaining this festival well beyond the Route 66 centennial celebration as an annual Joplin region signature event.

The primary goal is to develop a signature Route 66 Centennial event that will positively impact tourism to the City of Joplin and the regional Route 66 corridor for several consecutive years. The event is designed to cover multiple years to build public interest.

1.2 Background

Joplin, Missouri, has a bedtime population of over 50,150 and a daily workforce of over 89,000. The city is the regional hub for over 250,000 in the state's southwest corner. This includes residents of communities surrounding Joplin, encompassing northeast Oklahoma and southeast Kansas. As the regional hub, Joplin boasts the most prominent hotel market, with just under 2,000 rooms from 23 properties and over 200 restaurants.

The **Joplin Convention and Visitors Bureau** (d.b.a. Visit Joplin) is a department of the City of Joplin. It focuses on promoting Joplin to group planners, leisure and business travelers, convention/conference planners, and tour operators who come from a distance greater than 70 miles from Joplin, with the goal of generating visits that will result in an overnight stay, a return visit, and more frequent returns. This includes international guests traveling along historic Route 66 and the Jefferson Highway.

The Joplin CVB, through VisitJoplinMO.com and digital and print branding, position the collective elements of the travel and tourism infrastructure within the market as a premier destination for increasing visitation while enhancing the visitor experience.

U.S. Route 66 or **U.S. Highway 66** (**Route 66**) is one of the original highways in the U.S. numbered highway system and was established on November 11, 1926. The highway became one of the most iconic roadways in the US, running from Chicago, Illinois, to Santa Monica, California, along the way passing through Illinois, Missouri, Kansas, Oklahoma, Texas, New Mexico, Arizona, and California, covering a total of 2,448 miles (3,940 km).

The hit song "(Get Your Kicks on) Route 66" and the Route 66 television series in the 1960s brought it to popular culture, and it being featured in the Disney/Pixar animated film franchise *Cars*., introduced it to a whole new generation.

In John Steinbeck's classic *The Grapes of Wrath* (1939), the highway symbolizes escape, loss, and the hope of a new beginning; Steinbeck dubbed it the **Mother Road**. Other designations include the **Main Street of America** and **America's Longest Museum**.

Route 66 is a popular getaway for domestic and international tourists. It showcases the Western Americana is its most authentic form.

1.3 Proposed Festival Specifics:

This RFP seeks a consultant for a 2024, 2025, and 2026 event and an option for 2027.

In 2024, the initial (teaching) event would introduce the form of art to the public, the regional media, and potential sponsors. 2-3 artists would be involved. The event will occur on the grounds of Joplin's Harry M. Cornell Jr. Arts and Entertainment Complex. This would be on a concrete surface.

The 2025-2026 festivals will be along the dead-end roadway in the southeast corner of Joplin's Schifferdecker Park. 10 artists** in 2025 and 20 artists** in 2026. This would be on an asphalt surface.

** A mixture of international and domestic artists must be used.

Whether a consultant is needed for or past 2027 will be determined before the 2026 event. The intent is for, after three years, the festival to be owned and managed locally.

An emphasis on promoting the festival and creating the art must be focused on the 100th anniversary of Route 66.

Artwork Details:

- Working dimensions – 12 feet x 20 feet
- Surface: concrete or asphalt
- Medium: Water-based house paint (removable)
- Art should last 3-6 months following the festival
- Intellectual Property of the finished images can be used at the discretion of the City of Joplin without recourse or payment.

Working Dates:

The event will be held during the first full week of June.

- 2024 - June 4-8
- 2025 - June 3-7
- 2026 - June 2-6
- 2027 - June 1-5

Festival Schedule:

- Tuesday Travel/Arrive in Joplin, preview location, artist dinner/reception
- Wednesday Site prep/Painting
- ThursdayPainting
- Friday Painting
- Saturday Opening

1.4 Content Requirements

The proposal must detail how the consultant will deliver on the Specifics required by this RFP and the cost of providing those services. Consultants are encouraged to present in their Proposals any alternate or creative means of meeting the specifics and the effect that would have on the proposed prices.

For this proposal, provide:

1. BUDGET - Provide a proposed budget for each year of the festival separately (2024 to 2027), considering variations – the variation in artists each year, festival operations, artist needs, travel and lodging, marketing production cost, and consulting fees.
2. EXPERIENCE - Provide details of the consultant's experience managing a 3D Street Painting Festival. Add festival name, location, attendance, and the number of artists.
3. MARKETING - If the consultant owns an existing festival and an extension of that event could be brought to Joplin – enhancing the marketing reach to an existing audience
4. REFERENCES - References (2 each) of 3D Street Painting artists consultant has worked with and local representatives where the festival has been held.
5. PROFILE - Provide background information on the consultant's company and list other individual(s) who would be involved in a City of Joplin festival.

1.5 Proposal Selection and Evaluation

1.5.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP will be reviewed and evaluated by the City. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

40% Budget

25% Experience

15% Marketing

10% References

10% Profiles

1.5.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations due to the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.6 Administrative Requirements

1.6.1 RFP Schedule

The City of Joplin anticipates that the following timetable will apply to this RFP. The dates following the RFP issue date are subject to change:

Activity	***Date***
RFP Issued	December 14, 2023
RFP Due Date @ 12:00 P.M.	January 11, 2024
Finalist Interviews (if required)	January 17, 2024
Consultant Selection	January 19, 2024
Complete Contract	January 25, 2024
Present Contract to City Council for Approval	February 5, 2024
Consultant Commence Work	February 8, 2024

Addenda to the RFP and Requests for Information:

At its sole discretion, the City may issue an Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFP or any other matters that the City deems appropriate. An addendum will be issued to those the City sent the original RFP.

Any request for clarification or proposal for additional information regarding this RFP should be submitted no later than noon on Thursday, January 4, 2024, via e-mail to ptuttle@joplinmo.org or in writing to Patrick Tuttle (Attn: Joplin 2024-RFP-05), City of Joplin, 602 S. Main Street, Joplin, MO 64801.

No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the JCVB at the above address.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should the Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit the Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if the Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement.

1.9 Other terms and conditions.

1. The City reserves the right to negotiate in-kind contributions, if applicable, in lieu of a cash payment as provided for in the bid on certain line items.

2. If there is a Consultant's Fee in addition to the line items in the bid response, please indicate that in the bid response.

3. The City's contract will include a non-appropriation clause on an annual basis. If funding is not allocated for the event by the City Council, then the City may terminate the contract for any subsequent years for non-appropriation.

4. The City's contract will contain a for cause and without cause termination clause by giving specified notice.

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to investigate the proposer's qualifications as it deems appropriate.

2.4 Acceptance/Rejection/Modification of Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope, nature, and quality of work to be performed. The proposer further certifies that no City employee has any direct or indirect financial interest in any resultant contract and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase the same or like services from other sources, the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a

proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the RFP. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated a selection will be made by January 10, 2024. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities, and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

For the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared and economical, providing straightforward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Joplin Convention & Visitors Bureau no later than noon on Thursday, January 11, 2024. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

JOPLIN CONVENTION & VISITORS BUREAU / CITY OF JOPLIN

PATRICK TUTTLE

602 S. MAIN STREET

JOPLIN, MO 64801

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL "NO. 2024-RFP-05: 3D STREET PAINTING 12;00 P.M., THURS, JANUARY 11, 2024"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals. The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest-ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short-listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and pre-contract negotiations with any or all responsive and responsible proposers who submit proposals deemed reasonably acceptable for being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after the submission of proposals and before the contract award.

3.3.6 The City reserves the right to reject all proposals and waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

COUNCIL BILL NO. 2024-604 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with The World Street Art Foundation, The Netherlands, to consult on developing and marketing a 3D Street Painting Festival for three years (2024, 2025, 2026), with an option to add 2027, as a signature event to mark the centennial of Route 66 and increase international visitation to the Joplin tourism market and containing an emergency clause.

WHEREAS, the City is interested in creating a unique, signature event to participate in the 2026 milestone celebration of the Route 66 centennial year and

WHEREAS, this project seeks to develop an international 3D Street Painting Festival with the assistance of an established international street painting organization and

WHEREAS, the international appeal will be a great Route 66 draw during the centennial and be a positive tourism draw in conjunction with other overlapping internationally focused events and

WHEREAS, the City desires to engage a Consultant to perform the services described in Request for Proposal 2022-RFP-16: Joplin Tourism Venue Needs Assessment, attached hereto and incorporated by reference as Exhibit A.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, USA, and World Street Painting Foundation, The Netherlands, to consult in the development of a 3D Street Art festival in Joplin over four years and compensated at $30,000 for the fiscal year 2024, $90,000 for the fiscal year 2025, $155,000 for the fiscal year 2026, and $115,000 for the optional fiscal year 2027, as agreed upon; a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "B," be and the same is hereby approved.

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

Section 3. That funding for the initial year of the agreement is within the fiscal year 2024 budget appropriations as adopted by Ordinance 2023-158, with the subsequent funding years conditioned on City Council approval and appropriation in the city budget each fiscal year.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, in 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 February, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-605 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars and No Cents ($144,266.00) for the annual service agreement; and containing an emergency clause.

WHEREAS, Motorola Solutions is the sole source provider of the City of Joplin public safety radio services; and,

WHEREAS, in the FY2024 budget process, Council approved and budgeted funds to cover the cost of a radio services agreement.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc. covering the annual service agreement, be and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 5th day of February, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2313236
Contract Number: USC000042787
Contract Modifier: R02-SEP-23 07:34:46

Date:09/02/2023

Company Name:	JOPLIN, CITY OF
Attn:	
Billing Address:	602 S MAIN
City, State, Zip:	JOPLIN , MO, 64801-1355
Customer Contact:	
Phone:	

Required P.O. :	
PO # :	
Customer # :	1000708183
Bill to Tag # :	
Contract Start Date :	01-Jan-2024
Contract End Date :	31-Dec-2024
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	

	Subtotal - Recurring Services	$12,022.17	$144,266.00
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total		$144,266.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-2313236
Contract Number: USC000042787
Contract Modifier: R02-SEP-23 07:34:46

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
RICHARD A. PEARSON / Richard A. Pearson	CHIEF OF POLICE	1/12/24
CUSTOMER (PRINT NAME)		
Marsha Robinson	CSM	1/12/24
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Marsha Robinson	847.531.0242	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	JOPLIN, CITY OF
Contract Number :	USC000042787
Contract Modifier :	R02-SEP-23 07:34:46
Contract Start Date :	01-Jan-2024
Contract End Date :	31-Dec-2024

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-2313236
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Contract Modifier: R02-SEP-23 07:34:46

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-605– Annual Service Agreement from Motorola Solutions.

MEETING DATE
February 5, 2024

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2024-605.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted expense of an annual service agreement for Radio Services from Motorola Solutions.

BACKGROUND
This allows for the renewal of radio services from Motorola Solutions for the current year 2024.

FUNDING SOURCE
Funds approved by Council in the current fiscal year.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-107 – Construction Agreement with R.E. Smith Construction Company for the Interior Renovations at Joplin City Hall.

MEETING DATE
February 5, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2024-107 Ordinance, Bid Summary, Plan Sheets, Construction Agreement

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

SUMMARY
This Council Bill approves a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall.

BACKGROUND
The Action Plans approved by City Council included a strategy for increasing positive messaging in promotion of the City. This strategy included new staff positions in the communications department. These new staff along with the existing staff will be located on the second floor of City Hall. The approved Action Plans also called for an additional staff position in the finance department. To accommodate the staff, renovations are required on the second and third floors of City Hall. These improvements were approved in the 2023-2024 budget.

In accordance with the City of Joplin's procurement policies, a request for proposal for the Interior Renovations at Joplin City Hall was advertised in the Joplin Globe on December 8th, 2023, and bids were received by the City on January 12, 2024. Two bids were received, with R.E. Smith Construction selected as the lowest responsive bidder. The low bid is within the staff's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 90 working days.

FUNDING SOURCE
This item includes a fiscal year 2024 budget amendment and is funded from the approved Proposition Use Tax Funds

RECOMMENDATION
Staff recommends approval of Council Bill 2024-107, Construction Agreement between City of Joplin and R.E. Smith Construction Company for Interior Renovations at Joplin City Hall in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00). Furthermore, approval of this council bill will allow the contractor to start the project

immediately, to procure materials in a timely manner, and to expedite the completion of the project prior to the addition of new staff members.

COUNCIL BILL NO. 2024-107 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

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

Section 1. That the City enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall project, for the City of Joplin, 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 with R.E. Smith Construction Company.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Eighty-Seven Thousand Five Hundred Thirty-Two Dollars and No Cents ($87,532.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from of the General Fund.

Section 6. Furthermore, approval of this council bill will allow the contractor to start the project immediately, to procure materials in a timely manner, and to expedite the completion of the project prior to the addition of new staff members.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL NO. 2024-107

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Bid Summary
PROJECT: INTERIOR RENOVATIONS JOPLIN CITY HALL
DATE OF BID OPENING : January 12, 2024 10:00 AM Joplin City Hall 4 th Floor Conference Room

COMPANY	*BASE BID*	*ALT #1*	*ALT #2*	*ALT#3*
R.E. Smith Construction Company	**$329,000.00**	**$31,000.00**	**$42,000.00**	**$17,000.00**
Crossland Construction Company, Inc.	**$411,000.00**	**$21,250.00**	**$38,400.00**	**$64,500.00**
Staff's Estimate	**$370,348.00**	**$23,855.66**	**$39,140.00**	**$30,750.00**

2

NOTE:
THE BASE BID INCLUDES THE PAINTING OF THE WALLS FOR THE FOLLOWING ROOMS. 211, 217, 218, 219, 221, 222, 225, 226, 227, 228, 231, 232, 233, 235, AND 236

(N) REPLACE THE CURRENT WALL OUTLET WITH A DUAL RJ-45 OUTLET, AND APPROPRIATELY LABEL THE EXISTING NETWORK CABLE FOR BOTH THE PHONE AND THE NEW CAT 6 PC CONNECTION.

(N-2) ADD TWO NEW CABLE RUNS USING CAT 6 CABLES TERMINATED AT A DUAL RJ-45 OUTLET. LABEL ONE FOR PC AND THE OTHER FOR PHONE.

NOTE:
ALL NEW DOOR FRAMES SHALL BE 3'-0" x 7'-0" AND MATCH EXISTING DOORS IN TRIM AND COLOR. DOOR HARDWARE SHALL BE BRASS COATED AND ALL NEW DOORS SHALL HAVE A MATCHING DOOR STOP TO BE INSTALLED.

NOTE:
ALL NEW WALL TRIM, AND WALL TEXTURE SHALL MATCH THAT OF EXISTING.

1

(E) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION

(E-6) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION 6 FT FROM FIN. FLR.

(E-12) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION CENTER ABOVE THE DOOR @ 12 FT FROM FIN. FLR.

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
ALL WALLS ARE TO BE 9'-0" FROM FINISHED FLOOR WITH THE EXCEPTION 211, 218, 225, AND 233 THEY WILL BE FROM FINISHED FLOOR TO THE CEILING ABOVE THE SUSPENDED

THIS AREA WILL REQUIRE CAULKING AROUND FRAMING TO ENSURE SOUND DAMPENING CAULKING MUST BE APPLIED DIRECTLY TO GLASS ON THIS CONDITION CONTRACTOR TO ENSURE CAULKING WILL BE ADEQUATE FOR THERMAL CONDITIONS

NOTE:
CONTRACTOR TO VERIFY THAT EXISTG SPRINKLER WILL STILL BE ADEQUATE AFTER INSTALLATION OF NEW PARTITION WALL

SPRINKLERS IN LOCATION MUST BE MOVED TO EA. SIDE OF WALL

INSTALL NEW CARPET TILE
2,250 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR THE FOLLOWING ROOMS
217, 218, 221, 225, 227, 228, 232, 233, 235, AND 236
SEE NOTE. 2 OF FLOORING ON SHT. 4

NOTE:
CONTRACTOR TO PERFORM THE FOLLOWING TO MITIGATE SOUND
INSULATE ALL NEW WALLS IN 225 OFFICE FROM FLOOR TO CEILING WITH WOOL BATT INSULATION.
INSTALL A DOOR SWEEP AND GAP INSULATION ON THE DOOR FRAME.
SEAL ALL OPENINGS AROUND THE INSULATION WITH CAULK OR SPRAY FOAM.

REMOVE (3) CLERESTORY WINDOWS FROM THIS WALL AND INSULATE PER THE NOTE ABOVE
THESE WINDOWS WILL BE RELOCATED AT THE SAME ELEV. TO ROOM 222 AS SHOWN

1 OFFICE LIGHTING IN THE FOLLOWING ROOMS TO HAVE SWITCHES INSTALLED TO CONTROL LIGHTING INDEPENDENTLY
225,233, AND 236

WORK ROOM 210
OFFICE 213
OFFICE 215
OFFICE 225
OFFICE 233
OFFICE 227
OFFICE 232
OFFICE 228
OFFICE 218
OFFICE 221
OFFICE 217
WELCOMING AREA 236
STORAGE FILING 235
RECEPTION 214
STORAGE AREA 211
CORRIDOR 209
STAIR LOBBY 207
OPEN AREA 219
WORK AREA 223
OFFICE 231
FIRE ESCAPE

ADD MAG LOCK SEE NOTES SHT. 4

ADD NEW SIDE LITES TO EA. SIDE OF EXISTING DOOR MATCH EXISTING ACROSS HALL

EXISTING DOOR INTERFERES WITH NEW WALL
INSTALL NEW DOOR AND FRAME AND REVERSE SWING

EXISTING LIGHT TO BE DELETED IN THIS LOCATION

REMOVE AND RE-USE DOOR FOR OFFICE 218 AS SHOWN

THIS AREA CONTAINS NETWORK SWITCH FOR NEW CAT 6 TIE IN

1 INSTALL NEW CARPET TILE
420 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR THE FOLLOWING ROOMS
211 AND 231 SEE NOTE. 2 OF FLOORING ON SHT. 4
ALSO NOTE THE ADDITION ON TO AREA 211 CEILING HEIGHT TO MATCH THAT OF THE BOTTOM OF THE MECHANICAL CHASE EXTERIOR WALL TO GO TO CEILING ABOVE

INSTALL NEW CARPET TILE
1,355 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR 219
SEE NOTE. 2 OF FLOORING ON SHT. 3

INSTALL NEW POLISHED GRANITE TILE BLACK TILE 6" BORDER 50 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN

INSTALL NEW POLISHED GRANITE TILE
12" X 12" TILE TO MATCH THAT IN AREA 200
AREA DESIGNATED BY SQUARE HATCH
900 SQ. FT. LEFT OVER MATERIAL
TO BE STORED BY CITY OF JOPLIN
THIS IS FOR OPEN AREA 219

ADD SECURITY CAMERA LOOKING NORTH EAST SEE NOTES SHT. 4

CENTER TILE WORK ON DOOR

CENTER (1) CLERESTORY WINDOW BTWN. RETURN AIR AND COLUMN

4'-8" 9'-4" 10'-2 7/8" 19'-1" 10'-0" 3'-0" TYP 7'-0" 4'-0" 5'-8 5/8" 11'-7" 3'-2 1/2" 4'-0" CLEAR BTWN. RAIL 2'-6" 2'-0" 6'-0" Ø12'-0" Ø13'-0" 3'-0"

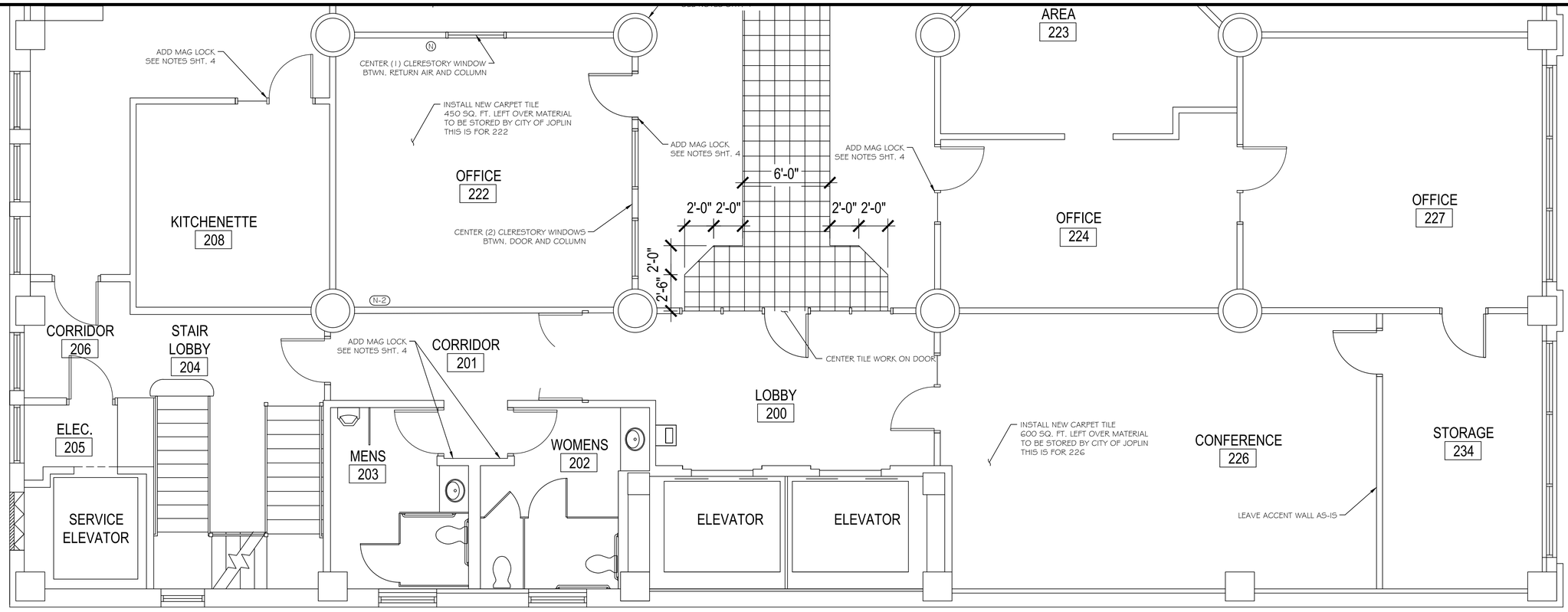
SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

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

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24 1/5/24	REVISION: PROJECT CHECK ADDENDUM #1 ADDENDUM #2	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 2ND FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545 SHEET 1 of 7



NOTE:
CONTRACTOR TO VERIFY THAT EXISTING SPRINKLERS WILL STILL BE ADEQUATE AFTER INSTALLATION OF NEW FULL HEIGHT WALLS. SOME SPRINKLERS WILL BE REQUIRED TO BE MOVED.

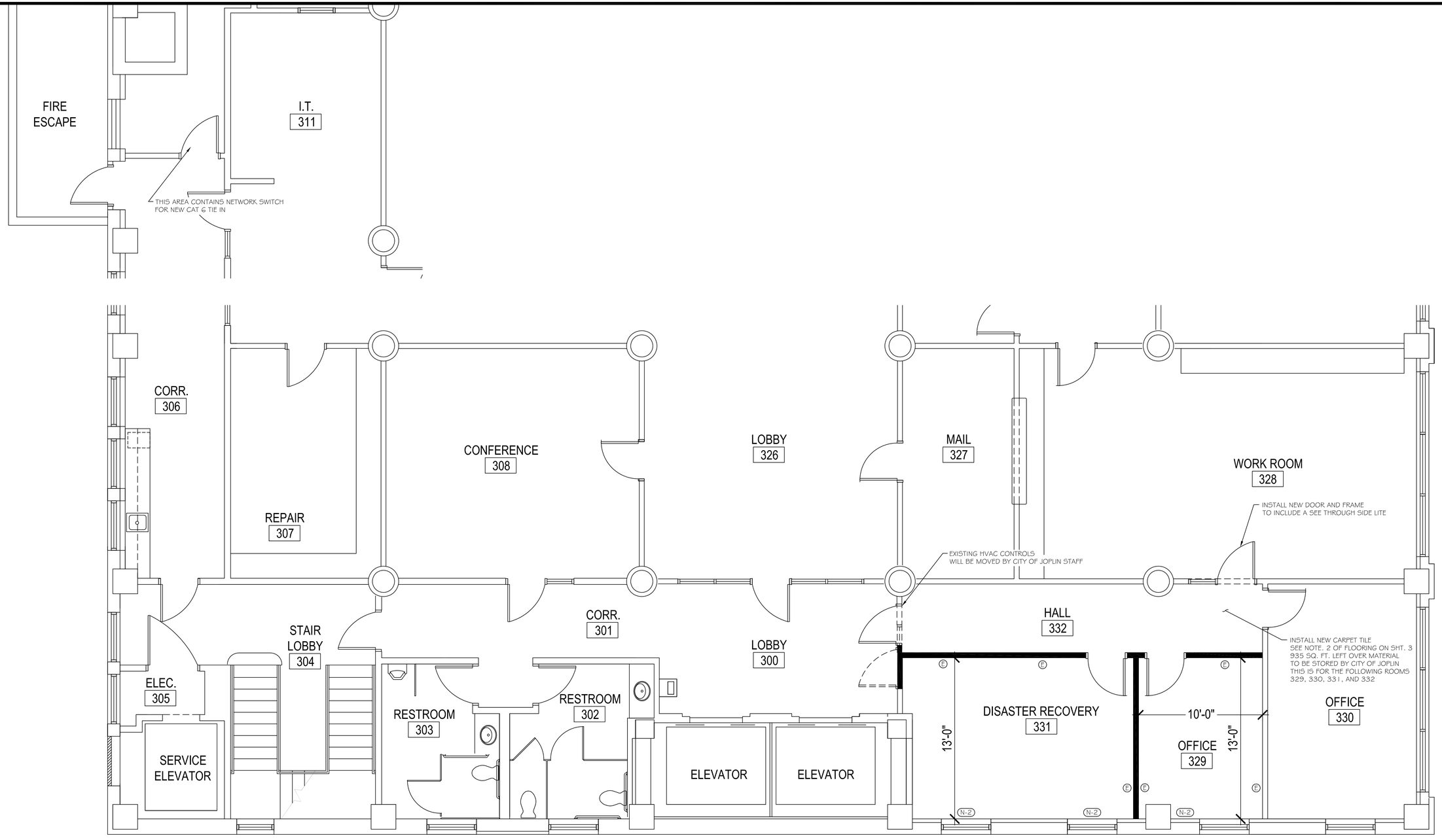
NORTH

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

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

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:		ACAD DWG FILE & PATH NAME:	DWN BY: PRINGLE	PROJECT 2ND FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545
		PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE:	N/A.TXT	MISC.\BLDG. PLANS\2ND FLOOR	CKD BY: N/A		SHEET 2 of 7
		FAX NO: 417-625-4738			SVY DATE:		SCALE: 1/4" = 1'-0"	APD BY: N/A		
		E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER:	N/A		DATE: 11/2023		



(N) REPLACE THE CURRENT WALL OUTLET WITH A DUAL RJ-45 OUTLET, AND APPROPRIATELY LABEL THE EXISTING NETWORK CABLE FOR BOTH THE PHONE AND THE NEW CAT 6 PC CONNECTION.

(N-2) ADD TWO NEW CABLE RUNS USING CAT 6 CABLES TERMINATED AT A DUAL RJ-45 OUTLET. LABEL ONE FOR PC AND THE OTHER FOR PHONE.

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
ALL NEW WALLS ARE TO BE 9'-0" FROM FINISHED FLOOR

THIRD FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

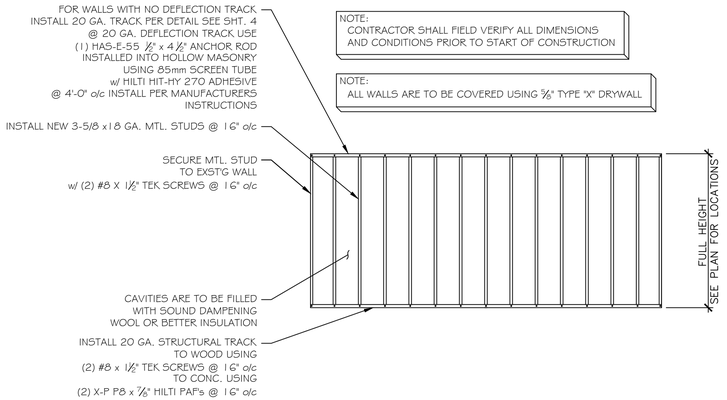
NOTE:
ALL NEW DOOR FRAMES SHALL BE 3'-0" x 7'-0" AND MATCH EXISTING DOORS IN TRIM AND COLOR. DOOR HARDWARE SHALL BE BRASS COATED AND ALL NEW DOORS SHALL HAVE A MATCHING DOOR STOP TO BE INSTALLED.

NOTE:
ALL NEW WALL TRIM, AND TEXTURE SHALL MATCH THAT OF EXISTING WALLS.

1 (E) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION

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

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24	REVISION: PROJECT CHECK ADDENDUM #1	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 3RD FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545 SHEET 3 of 7



NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

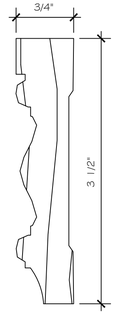
NOTE:
ALL WALLS ARE TO BE COVERED USING ⅝" TYPE "X" DRYWALL

FRAMING DETAIL 1

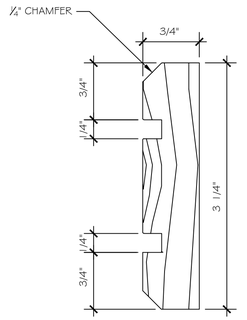
SCALE 1/4" = 1'-0"



NEW BASE MOULDING EQ. TO WHITE RIVER HARDWOODS, INC., STYLE NO. B464. FIELD VERIFY EXISTING BASE PROFILE.



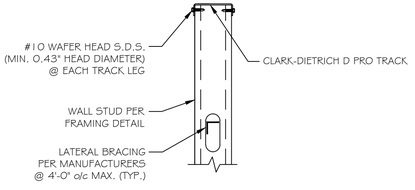
¾" X 3 ½" CASING TO MATCH EXISTING. FIELD VERIFY EXISTING PROFILE.



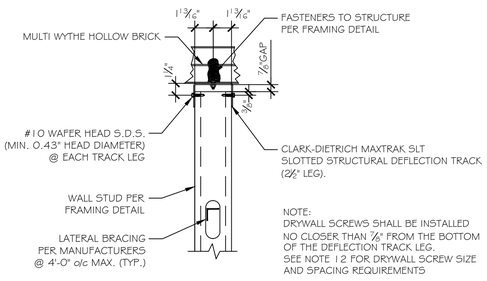
¾" X 3 ¼" CROWN TO MATCH EXISTING. FIELD VERIFY EXISTING PROFILE.

NOTE:
THIS WILL BE AT THE TOP OF THE 9'-0" WALLS ONLY

NOTE:
NO DEFLECTION TRACK REQUIRED WHERE MTL. STUDS ARE NOT ATTACHED TO CEILING ABOVE

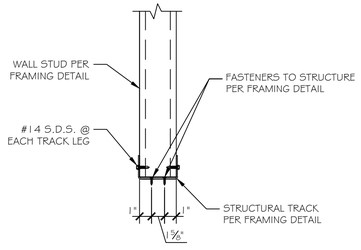


NO DEFLECTION TRACK



NOTE:
DRYWALL SCREWS SHALL BE INSTALLED NO CLOSER THAN ⅞" FROM THE BOTTOM OF THE DEFLECTION TRACK LEG. SEE NOTE 12 FOR DRYWALL SCREW SIZE AND SPACING REQUIREMENTS

DEFLECTION TRACK



STRUCTURAL TRACK

GENERAL NOTES:

1. REPAIR WALLS, FLOORS, AND CEILING ADJACENT TO WALLS SHOWN TO BE REMOVED.
2. CONTRACTOR SHALL PROVIDE ALL NECESSARY CLOSURES TO ISOLATE NOISE, DUST, AND EFFECTS OF WEATHER DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING, BRACING AND BLOCKING SUPPORT DURING THE REMOVAL OF EXISTING BUILDING ELEMENTS. DO NOT BLOCK ACCESS TO EXISTING BUILDING WITHOUT PERMISSION OF OWNER.
4. PERFORM ALL THE DEMOLITION AS CALLED FOR OR AS INDICATED ON THE DRAWINGS OR AS REQUIRED OR IMPLIED TO COMPLETE THE DESIRED WORK.
5. OWNER TO HAVE FIRST RIGHT OF REFUSAL OF ALL SALVAGEABLE MATERIALS. ALL SALVAGEABLE MATERIALS NOT CLAIMED BY OWNER, OR NOT TO BE REUSED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT AS NOTED ON THE DRAWINGS.
6. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO NEW CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCIES IN MEASUREMENTS AND/OR FIELD CONDITIONS AS INDICATED ON THE CONSTRUCTION DOCUMENTS.

COLD FORMED METAL STUDS:

1. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS SHALL BE ACCORDANCE WITH ASTM C955 AND SHALL HAVE ENGINEERING PROPERTIES CALCULATED IN CONFORMANCE WITH AISI "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STRUCTURAL MEMBERS."
2. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS SHALL BE INSTALLED TO CONFORM WITH ASTM C1007
3. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS AND ACCESSORIES SHALL HAVE A MINIMUM PROTECTIVE COATING EQUAL TO G60 GALVANIZED FINISH. APPLY ZINC RICH PAINT TO ALL AREAS WHERE FINISH HAS BEEN DAMAGED.
4. ALL 18 GA. MEMBERS SHALL BE FORMED FROM STEEL WITH A MINIMUM YIELD OF 33 ksi.
5. UNLESS NOTED OTHERWISE, ALL STUD AND JOIST SECTIONS SHALL BE "C" TYPE SECTIONS WITH A NOMINAL 1¼" FLANGE AND A MINIMUM ½" RETURN.
6. ALL FRAMING COMPONENTS SHALL BE OUT SQUARELY FOR ATTACHMENT TO PERPENDICULAR MEMBERS.
7. ALL SECTIONS USED FOR HORIZONTAL MEMBERS SHALL BE UNPUNCHED.
8. PROVIDE WEB STIFFENERS, CONNECTION ANGLES, AND MISCELLANEOUS HARDWARE AS REQUIRED TO COMPLETE ALL CONNECTIONS.
9. PROVIDE DEFLECTION TRACK AT THE TOP OF ALL NON-LOAD BEARING STUD WALLS WHERE THE TOP OF THE WALL ABUTS THE BOTTOM OF THE STRUCTURE. SEE CONSTRUCTION NOTES FOR DEFLECTION LIMITS.
10. FASTENING OF FRAMING COMPONENTS SHALL BE DONE WITH SELF TAPPING SCREWS.
11. ATTACH STUDS TO TRACK WITH A MINIMUM OF ONE No.12 SCREW PER STUD FLANGE. STUDS MUST BEAR FULLY ON UPPER AND LOWER TRACK PRIOR TO PLACEMENT OF SCREWS.
12. THE GYPSUM BOARD MUST BE APPLIED FULL HEIGHT IN THE VERTICAL ORIENTATION TO EACH STUD FLANGE AND INSTALLED IN ACCORDANCE WITH ASTM C754 USING MINIMUM NO. 6 TYPE S DRYWALL SCREWS SPACED AS LISTED BELOW: SHEATHING SCREWS SPACED A MAXIMUM OF 16 IN ON-CENTER TO FRAMING MEMBERS (INCLUDING BOTTOM TRACK) WHEN STUDS SPACED AT 16 IN OR 12 IN ON-CENTER.

INTERIOR NON-BEARING METAL STUDS			
STUD SIZE	GAUGE	SPACING	MAX. HEIGHT
1 1/4" x 3 5/8"	18 Ga.	16" o/c	15'-6"

1. STUD DESIGN BASED UPON A LATERAL LOAD OF 5 PSF
2. MAX. DEFLECTION LIMITED TO SPAN/240
3. MIN. Fy = 33.0 ksi FOR NON-BEARING STUDS
4. STUD SHALL BE LATERALLY BRACED @ 4'-0" o/c

MILLWORK:

1. CAD DETAILS WILL BE AVAILABLE UPON REQUEST FOR THE EXISTING MILLWORK PROFILE
2. OAK TRIM STAIN TO MATCH THAT OF THE EXISTING.

FLOORING:

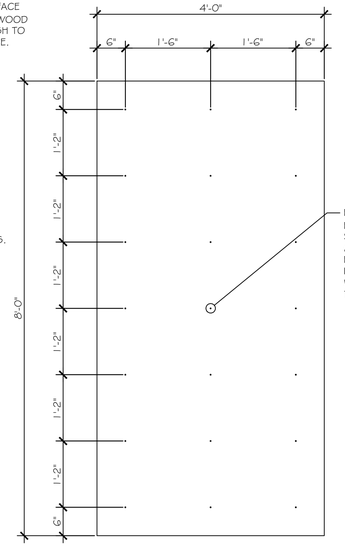
1. 2' X 2' CARPET TILES SHALL BE TARKET AFTERMATH II - FLEECE BACKED WITH MODULAR FLEX AIRE® CUSHION GLUE DOWN IN A QUARTER-TURN PATTERN. IN ORDER FOR THE CARPET TO CARRY THE WARRANTY THE CARPET MUST BE INSTALLED BY AN APPROVED CONTRACTOR BY THE MANUFACTURER.IT WILL BE THE DUTY OF THE CONTRACTOR TO OBTAIN THIS CERTIFICATION.
2. IN OPEN AREA 219 IN AREAS NOT RECEIVING GRANITE TILE, BUT INSTEAD ARE RECEIVING CARPET TILE. FLOOR SHALL BE STRIPPED OF ALL EXISTING CARPET AND UNDERLAY. SURFACE TO BE PREPPED USING A MINIMUM 15 MIL VAPOR BARRIER, AND COVERED WITH ¼" PLYWOOD FASTENED PER THE DETAIL SHOWN TO THE RIGHT. FASTENERS MUST BE INSTALLED FLUSH TO SURFACE OF THE PLYWOOD AS CARPET TILE WILL BE DIRECTLY APPLIED TO THIS SURFACE.
3. ALL RECEPTACLES CURRENTLY IN FLOOR SHALL BE FLUSH WITH THE SURFACE OF THE NEWLY INSTALLED FLOOR.

SECURITY CAMERA:

1. THE Digital Watchdog DWC-MT95Wi28TW IS WHAT IS CURRENTLY INSTALLED THE CITY WOULD REQUIRE THIS SAME CAMERA OR AN EQUAL OR BETTER APPROVED BY THE CITY OF JOPLIN IT DEPARTMENT.

NETWORKING:

1. ANY ACTIVITIES INVOLVING THE CITY'S NETWORK NECESSITATE PRIOR NOTIFICATION TO THE CITY'S IT DEPARTMENT BEFORE COMMENCING THE WORK. IN THE EVENT OF ANY DISCREPANCIES OR MODIFICATIONS DEVIATING FROM WHAT IS DEPICTED IN THE DRAWINGS, THE CONTRACTOR IS REQUIRED TO INFORM AND OBTAIN PRIOR AUTHORIZATION FROM THE CITY'S IT DEPARTMENT BEFORE IMPLEMENTING ANY CHANGES.



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

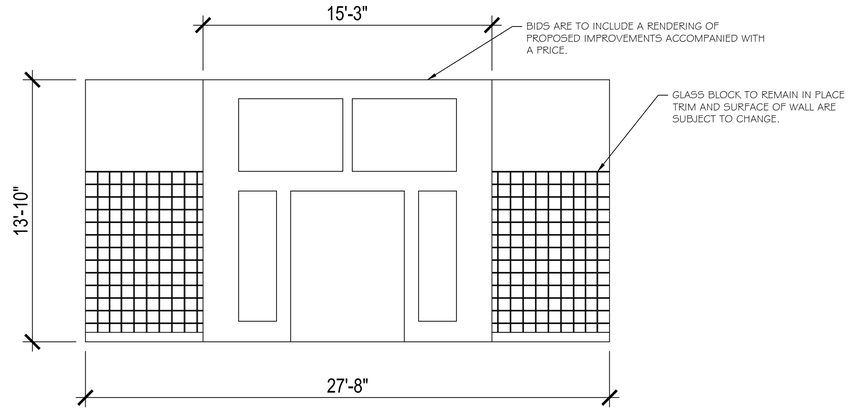
CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR	DWN BY: PRINGLE
		PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE: N/A.TXT		CKD BY: N/A
		FAX NO: 417-625-4738			SVY DATE:	SCALE: ¼" = 1'-0"	APD BY: N/A
		E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER: N/A		DATE: 11/2023

PROJECT
GENERAL NOTES AND DETAILS

PLAN NO: 8546
SHEET
4 of 7

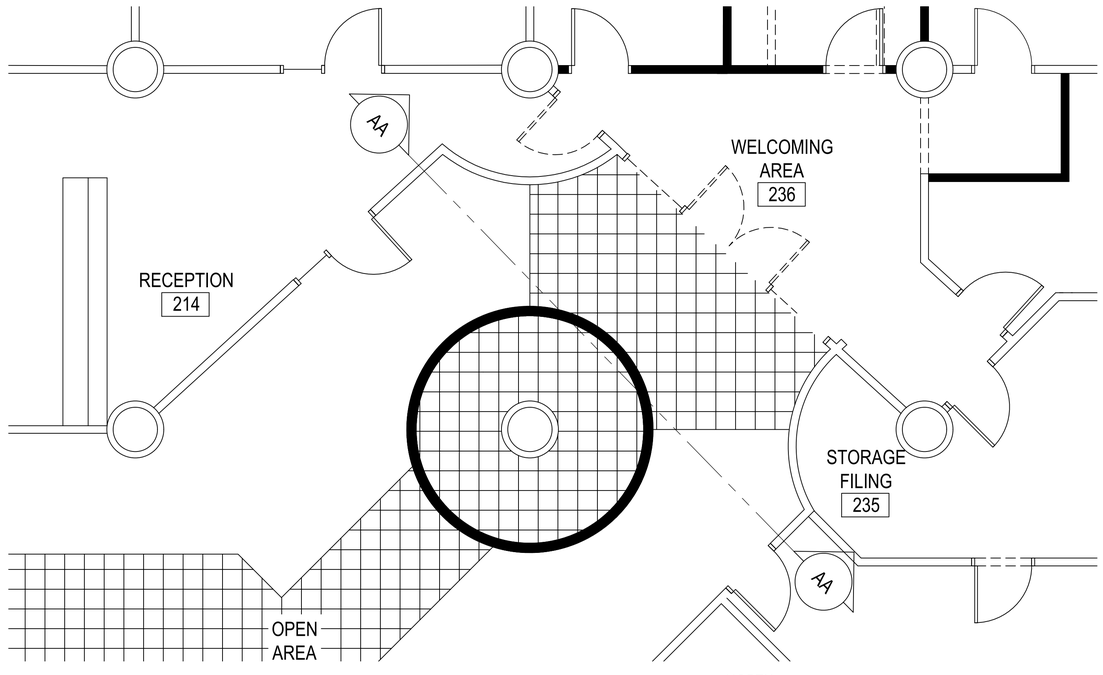
NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
CITY IS SEEKING BID ALTERNATE FOR THE DESIGN AND INSTALLATION OF STOREFRONT MODIFICATIONS FOR A MORE CONTEMPORARY DESIGN OF THE EXISTING ENTRY WAY. NEW STOREFRONT TO INCLUDE TRANSACTION STYLE WINDOW.



EXISTING ELEVATION (AA)

SCALE 1/4" = 1'-0"

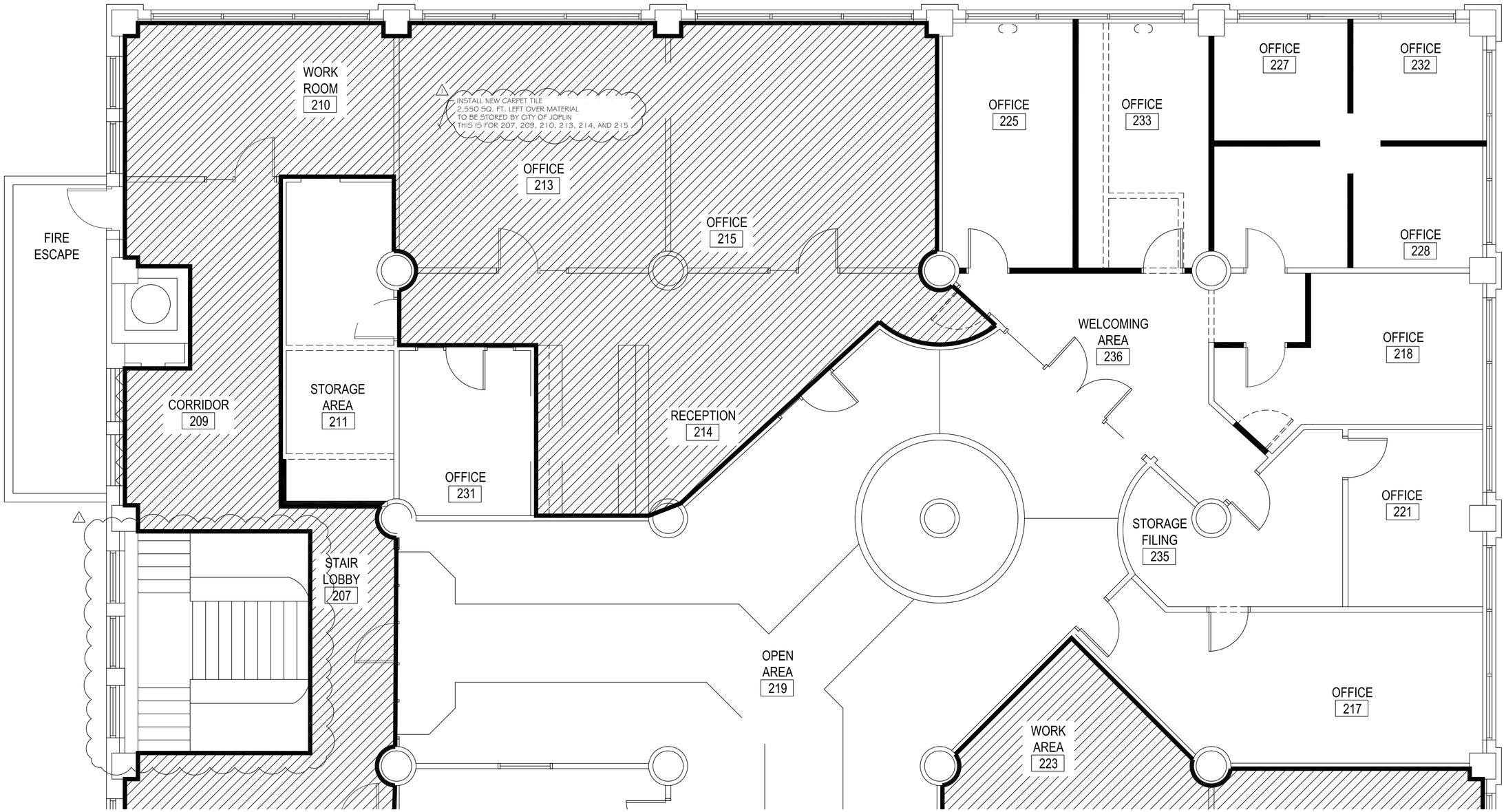


SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

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

CITY OF JOPLIN	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 2ND FLOOR CITY HALL REMODEL ADD ALTERNATE #1	PLAN NO: 8546 SHEET 5 of 7

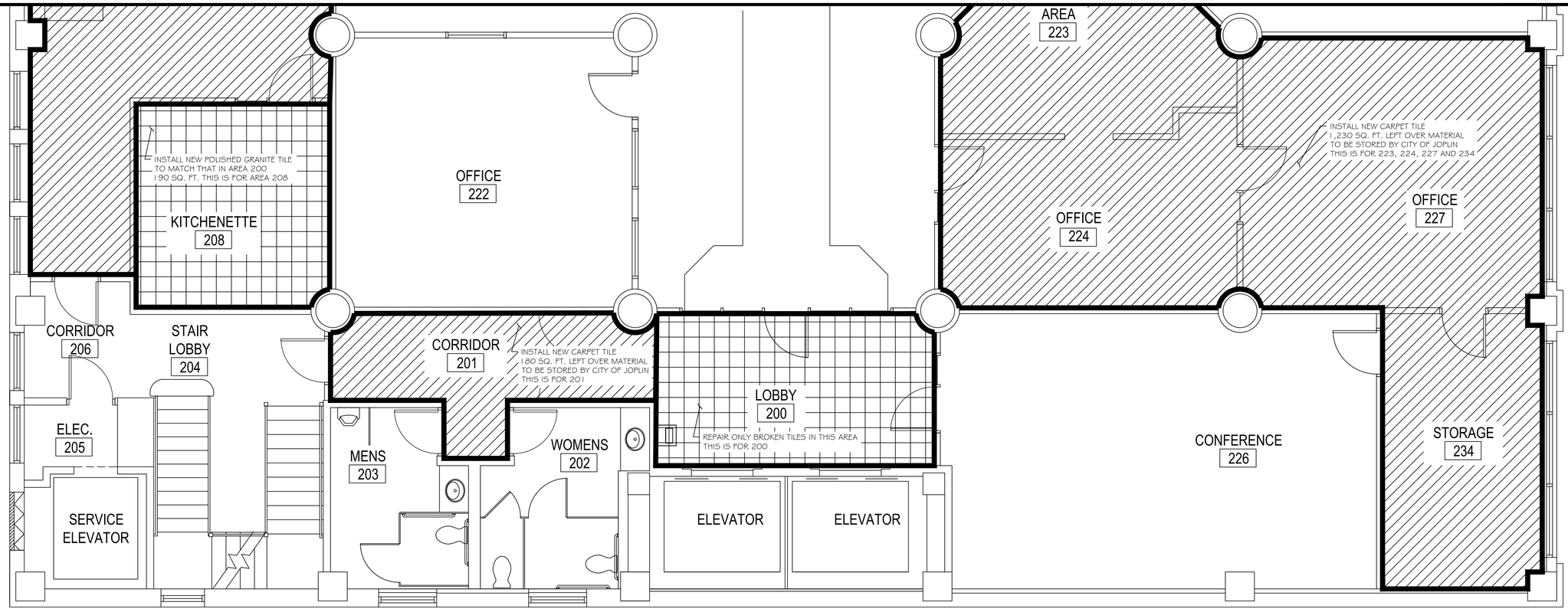


SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

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

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24	REVISION: PROJECT CHECK ADDENDUM #1	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 2ND FLOOR CITY HALL REMODEL "BID ALTERNATE #2 AND #3"	PLAN NO: 8545 SHEET 6 of 7



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

ADD ALTERNATE #2
IS FOR FLOORING AND FLOOR TRIM ONLY
SEE ABOVE FOR ADDITIONAL DETAILS

ADD ALTERNATE #3
IS FOR PAINT ONLY
THIS ACCOUNTS FOR ALL THE ROOMS
NOT BEING RENOVATED TO RECEIVE
FRESH COAT OF PAINT
WITH THE EXCEPTION OF THE BATHROOMS,
STAIR LOBBY, AND EMPLOYEE ELEVATOR CORRIDOR
SEE ABOVE FOR ADDITIONAL DETAIL
NOTE: THERE IS A ACCENT WALL IN 214 THAT IS A DIFFERENT
COLOR CONTRACTOR TO LEAVE THIS WALL AS-IS

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

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:		ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR	DWN BY: PRINGLE	PROJECT: 2ND FLOOR CITY HALL REMODEL "BID ALTERNATE #2 AND #3"	PLAN NO: 8545
PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE: N/A.TXT			CKD BY: N/A		SHEET: 7 of 7
FAX NO: 417-625-4738			SVY DATE:		SCALE: 1/4" = 1'-0"	APD BY: N/A		
E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER: N/A			DATE: 11/2023		

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: R.E. Smith Construction Company Address: 1036 W. 2nd Street Joplin, Mo. 64801	
Attention: Coty Pringle		Attention: Clinton R. Walton	
Department: Public Works - Engineering		Phone: 417-623-4545	Fax:
Phone: 417-624-0820 Ext. 1557	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:

Interior Renovations Joplin City Hall

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

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

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and

employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 $419,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $100 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Nineteen Thousand and 00/100 dollars ($419,000.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:
R.E. Smith Construction Company

By:

_____

Printed Name:

_____

Title:

_____

CITY OF JOPLIN, MISSOURI

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-254 – Final Plat

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 003-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Final Plat – A request to review a final plat for Eagle's Edge Phase 3 – Lance Ledford

BACKGROUND:
The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 3 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 20 lots in this phase.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith from OWN Engineering represented the case. Mr. Lance Ledford, the co-owner of Ledford Construction was also present for any questions.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-254
Planning & Zoning Commission recommends approval for Case 003-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 003-24 Final Plat Review

NAME OF SUBDIVISION Eagle's Edge Phase 3

LOCATION: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT: Lance Ledford

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1	MUC	MUC/R-2/Outside of City Limits
Land Use	Vacant	Single-Family Dwellings	Vacant	Vacant

SUBDIVISION:

Number of lots
20

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Leah Lane	Local	50′

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

No.

UTILITIES: All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 3 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 20 lots in this phase.

Staff recommends approval of Case 003-24

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Application

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

Office Use Only
Case No.: 003-24
Filing Fee: $0
Received: 12/1/23
Subdivision No.:
Proj. No.: 24-013

Applicant: Lance Ledford Phone No.:

Address: 2806 Arizona Ave, Suite C Email: 417-952-2364

Owner: Ledford Construction + Development Company, LLC Phone No.:

Address: 2806 Arizona Ave., Suite C Email: Lanceledford@yahoo.com

Location of Property: Wildwood Ranch Parkway

Present Use of Property: Vacant / Ag Zoning: none

Design Professional who Prepared the Plat: OWN, Inc.

Phone No.: 417-782-7399 Email: ksmith@weareown.com ; cshort@weareown.com

Name of Subdivision: Eagles Edge Plat 3

Total Acres: 4.67 Total Lots: 20

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

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
☒	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
○	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	☒	Was a bond or letter of credit submitted?
☒	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
☒	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
☒	○	Are dedications or reservations signed over on plat?
☒	○	Has the surveyor preparing plat stamped and signed?
○	☒	Has a copy of any deed restrictions or covenants been provided?
○	☒	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** _____

Case 003-24: Final Plat

> Property west of the intersection of Wildwood Ranch Parkway and Nellie Mae-Final Plat-A request to review a final plat for Eagle's Edge Phase 3-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. She is presenting the final plat 3 for Eagle's Edge.

Mr. Kimble asked if there were any questions from the Commission on Case 003-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 003-24.

Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Jackson asked if all the houses would be single-family residential.

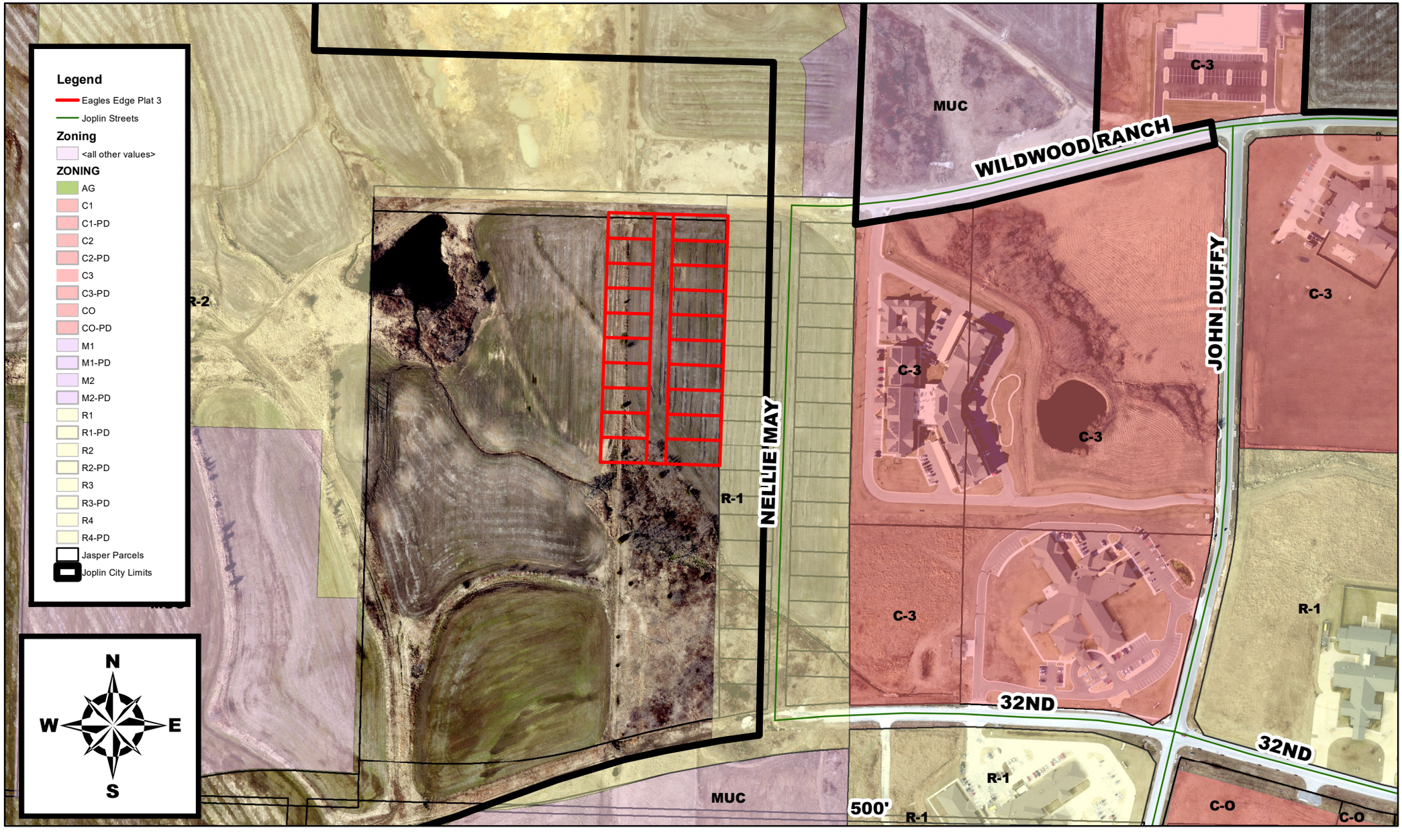
Mr. Ledford stated yes.

Mr. Kimble asked if there was any one to speak in opposition of Case 003-24.

There were none.

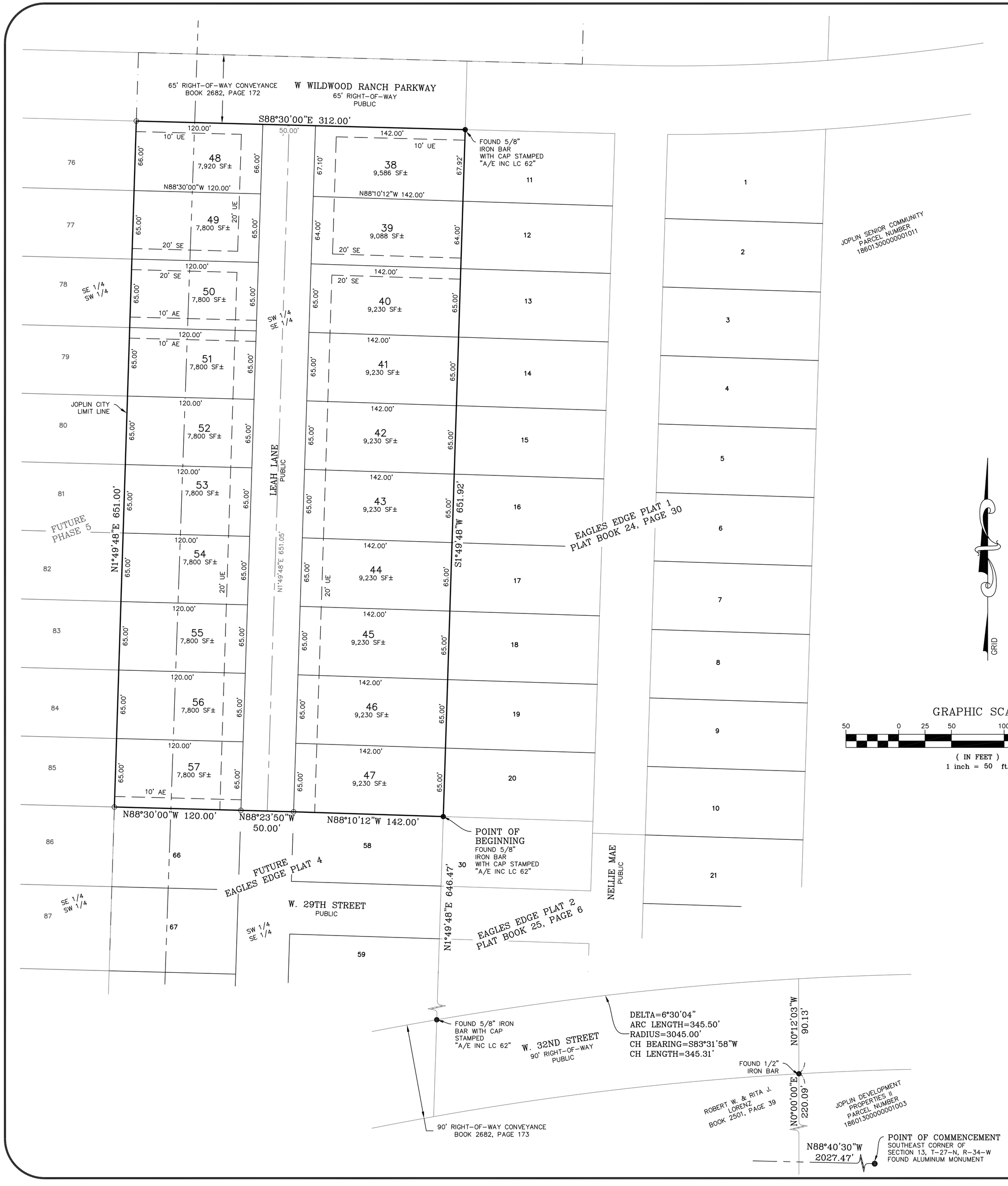
MR. JACKSON MOVED THAT CASE 003-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

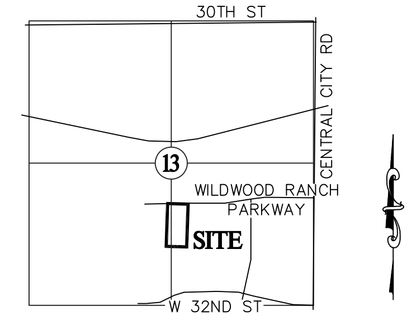
Case 003-24: Final Plat



Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae– Final Plat - A request to review a final plat for Eagle's Edge Phase 3 – Lance Ledford

FINAL PLAT OF EAGLES EDGE PLAT 3 CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 13
T 27 N, R 34 W
SCALE: 1"=2000'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0265E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

●	FOUND MONUMENT AS NOTED
○	SET 5/8" IRON PIN WITH PLASTIC CAP STAMPED LC 62
UE	UTILITY EASEMENT
AE	ACCESS EASEMENT
SE	STORM DRAINAGE EASEMENT
———	PROPERTY LINE
— — — —	EASEMENT
— · — · —	CITY LIMIT LINE
— — — —	SECTION LINE

ZONING DATA:
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINE
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT:
RESIDENTIAL STREET: 6'
COLLECTOR STREET: 10'
PRIMARY THOROUGHFARES: 15'
ALL STREETS LESS THAN 50' RIGHT-OF-WAY: 15'
REAR: 25'

NOTES
1. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2. DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, COVENANTS, RIGHT-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON OWN, INC. FORMERLY KNOWN AS ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-7254.

SUBDIVISION INFORMATION

TOTAL ACRES:	4.67±
STREET DEDICATION ACRES:	0.75±
TOTAL NO OF LOTS:	20
SMALLEST LOT:	7,800± SQ. FT. (LOTS 49-57)
LARGEST LOT:	9,586± SQ. FT. (LOT 38)
CURRENT ZONING:	R-1
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2528, PG 23
ACCURACY STANDARD:	URBAN

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

LAST REVISION DATE DECEMBER 11, 2023
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

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

12-11-23
DATE

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 3 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

CITY APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 3, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

_____ (SEAL)
MAYOR

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
LANCE LEDFORD
2806 ARIZONA AVE, SUITE C
JOPLIN, MO 64804

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

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

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

SOURCE OF DEED
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
BOOK 2528, PAGE 23

DEVELOPER AND OWNER
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
2806 ARIZONA AVE., SUITE C
JOPLIN, MO 65804

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

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 12-11-23
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 23J010080

JOP 100-7254
SHT. 1 OF 1 REV. ___

P & Z Case 003-24
Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-254 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 3rd Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-255 – Final Plat

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 004-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Final Plat – A request to review a final plat for Eagle's Edge Phase 4 – Lance Ledford

BACKGROUND:
The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 4 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 18 lots in this phase.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith from OWN Engineering represented the case. Mr. Lance Ledford, the co-owner of Ledford Construction was also present for any questions. Ms. Phillips asked when construction would begin. Mr. Ledford stated hopefully by May 1st.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-255
Planning & Zoning Commission recommends approval for Case 004-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 004-24 Final Plat Review

NAME OF SUBDIVISION Eagle's Edge Phase 4

LOCATION: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT: Lance Ledford

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1	MUC	MUC/R-2/Outside of City Limits
Land Use	Vacant	Single-Family Dwellings	Vacant	Vacant

SUBDIVISION:

Number of lots
18

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Leah Lane	Local	50′
W 29th St	Local	50′
W 32nd St	Arterial	60′

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

No.

UTILITIES: All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 4 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 18 lots in this phase.

Staff recommends approval of Case 004-24

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Application

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

Office Use Only
Case No.: 004-24
Filing Fee: $0
Received: 12/1/23
Subdivision No.:
Proj. No.: 24-014

Applicant: Lance Ledford Phone No.:

Address: 2806 Arizona Ave, Suite C Email: lanceledford@yahoo.com

Owner: Ledford Construction + Development Company, LLC Phone No.: 417-952-2364

Address: 2806 Arizona Ave., Suite C Email:

Location of Property: [redacted] W. 32nd St.

Present Use of Property: Vacant/Ag Zoning: none

Design Professional who Prepared the Plat: OWN, Inc.

Phone No.: 417-782-7399 Email: ksmith@weareown.com; cshort@weareown.com

Name of Subdivision: Eagles Edge Plat 4

Total Acres: 4.90 Total Lots: 18

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

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
⊘	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
○	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	☒	Was a bond or letter of credit submitted?
☒	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
☒	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
☒	○	Are dedications or reservations signed over on plat?
☒	○	Has the surveyor preparing plat stamped and signed?
○	☒	Has a copy of any deed restrictions or covenants been provided?
○	☒	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** _____

Case 004-24: Final Plat

Property west of the intersection of W 32nd St and Nellie Mae-Final Plat-A request to review a final plat for Eagle's Edge Phase 4-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. She is presenting the final plat 4 for Eagle's Edge.

Mr. Kimble asked if there were any questions from the Commission on Case 004-24.

Ms. Phillips asked when will the construction begin.
Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Ledford stated hopefully May 1st.

Mr. Kimble asked if there was any one to speak in favor of Case 004-24.

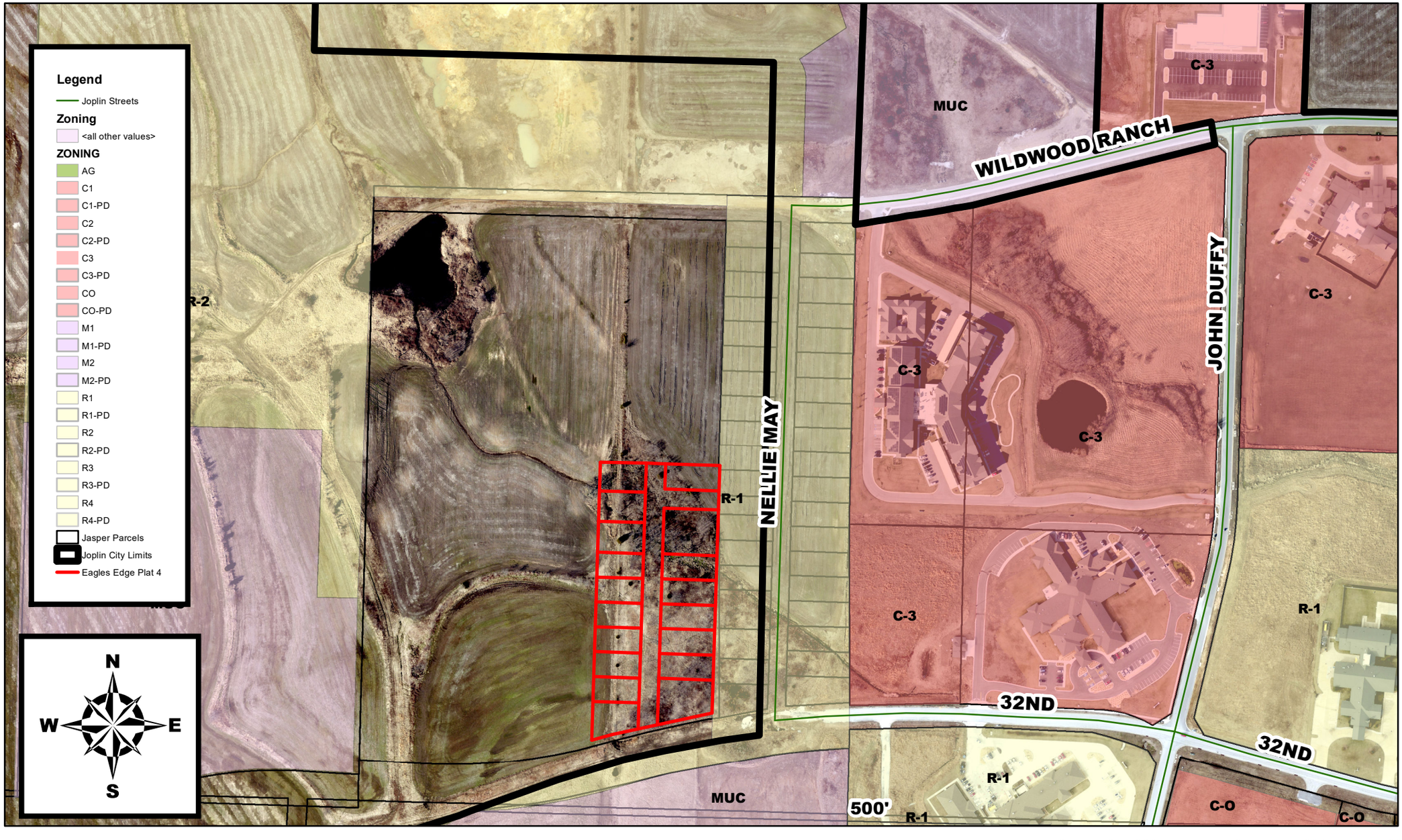
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 004-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 004-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

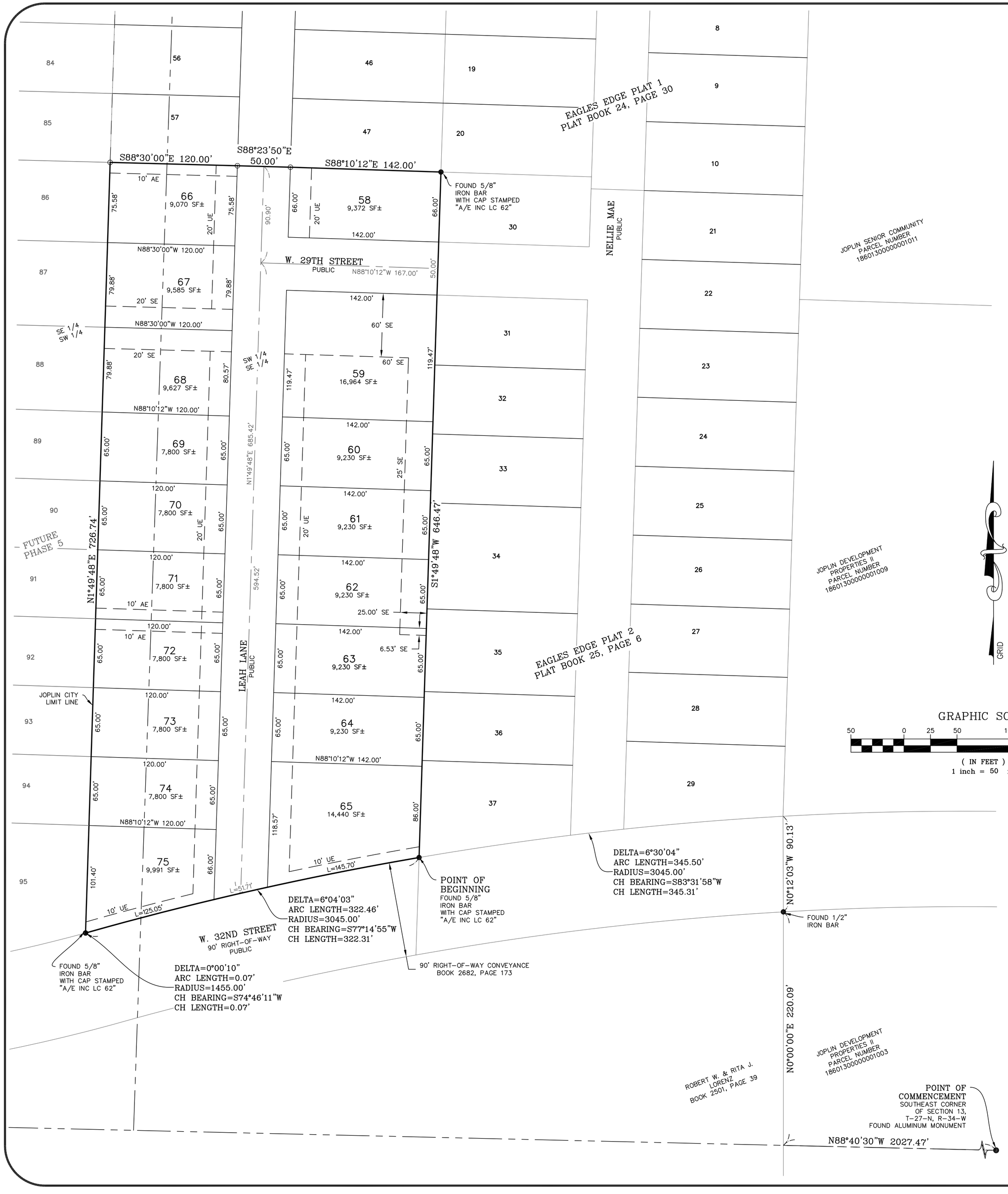
Case 004-24: Final Plat

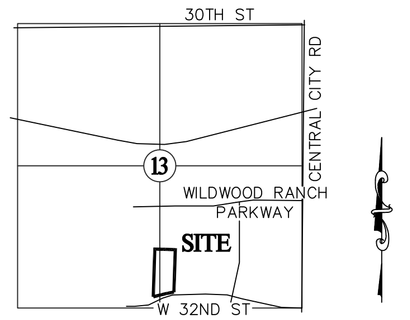


Property West of the Intersection of W 32nd St and Nellie Mae– Final Plat - A request to review a final plat for Eagle's Edge Phase 4 – Lance Ledford

0 110 220 440 660 880
Feet

FINAL PLAT OF EAGLES EDGE PLAT 4 CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 13
T 27 N, R 34 W
SCALE: 1"=2000'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0265E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

●	FOUND MONUMENT AS NOTED
○	SET 5/8" IRON PIN WITH PLASTIC CAP STAMPED LC 62
UE	UTILITY EASEMENT
SE	STORM DRAINAGE EASEMENT
AE	ACCESS EASEMENT
	PROPERTY LINE
— — — —	EASEMENT
— · — · —	CITY LIMIT LINE
— — — —	SECTION LINE

ZONING DATA:
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINE
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT:
RESIDENTIAL STREET: 6'
COLLECTOR STREET: 10'
PRIMARY THOROUGHFARES: 15'
ALL STREETS LESS THAN 50' RIGHT-OF-WAY: 15'
REAR: 25'

NOTES

1. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2. DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, COVENANTS, RIGHT-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON OWN, INC. FORMERLY KNOWN AS ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-7255.

SUBDIVISION INFORMATION

TOTAL ACRES:	4.90±
STREET DEDICATION ACRES:	0.95±
TOTAL NO OF LOTS:	18
SMALLEST LOT:	7,800± SQ. FT. (LOTS 69-74)
LARGEST LOT:	16,964± SQ. FT. (LOT 59)
CURRENT ZONING:	R-1
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2528, PG 23
ACCURACY STANDARD:	URBAN

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

LAST REVISION DATE DECEMBER 11, 2023
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

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

12-11-23
DATE

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 4 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

CITY APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 4, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

_____ (SEAL)
MAYOR

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
LANCE LEDFORD
2806 ARIZONA AVE, SUITE C
JOPLIN, MO 64804

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

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

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

SOURCE OF DEED
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
BOOK 2528, PAGE 23

DEVELOPER AND OWNER
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
2806 ARIZONA AVE., SUITE C
JOPLIN, MO 65804

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

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 12-11-23
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 23J010080

JOP 100-7255
SHT. 1 OF 1 REV. ___

P & Z Case 004-24
Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-255 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 4th Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST,

JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case Number 002-24 – Site Plan Review

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 002-24: NW Corner of S Maiden Ln and W 22nd St – Site Plan Review – A request to review a site plan – KC DT LLC

BACKGROUND:
OWN Engineering is representing this case on behalf of KC DT LLC. The developer is proposing a new Dollar Tree at the subject property. The proposed development meets the design standards of the Joplin Development Code, and the use is compatible with the C-2 Zoning District. This property is in a PD District Overlay as it is located on the Maiden Lane Corridor.

The proposed plan meets the code in terms of overall site design, which includes landscaping and parking. The proposed plan will be utilizing on-street parking credit on W 22nd St. The building design and materials are also consistent with the Joplin Development Code. The applicant is proposing a four-sided design implementing a mix of approved primary and secondary materials.

PLANNING & ZONING COMMISSION TESTIMONY:
Blake Rourick, with OWN Engineering, represented the case. The commission asked how many Dollar Trees are in Joplin. Mr. Rourick said more than two.

PUBLIC COMMENT;
There was no comment in favor or opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Case 002-24
Planning & Zoning Commission recommends approval for Case 002-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 002-24 A request to review the Site Plan for future development.

LOCATION NW Corner of S Maiden Ln and W 22nd St

APPLICANT KC DT LLC

PRESENT ZONING C-2 PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2 PD	R-1	C-3/R-3	R-1
Land Use	Service	Single-Family Homes	Retail/Vacant	Single-Family Home/Vacant

SUBDIVISION/TRACT

This property is part of Lot 110 of Southwest Village Subdivision.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Maiden Lane	Arterial	90′
W 22nd St	Local	50′
W 21st St Terrace	Local	45′

UTILITIES

Utilities are in place. There is a sanitary sewer main running East to West through the center of the property. The developer plans to relocate the main. This is also indicated as such on the site plan.

FLOOD PLAIN

This property is not in the flood plain.

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

No, the proposed use will not create an undue traffic hazard.

DISCUSSION

OWN Engineering is representing this case on behalf of KC DT LLC. The developer is proposing a new Dollar Tree at the subject property. The proposed development meets the design standards of the Joplin Development Code, and the use is compatible with the C-2 Zoning District. This property is in a PD District Overlay as it is located on the Maiden Lane Corridor.

The proposed plan meets the code in terms of overall site design, which includes landscaping and parking. The proposed plan will be utilizing on-street parking credit on W 22nd St. The building design and materials are also consistent with the Joplin Development Code. The applicant is proposing a four-sided design implementing a mix of approved primary and secondary materials.

Staff recommends approval of Case 002-24.

ENCLOSURES

- Map of property
- Application
- Site Plan

Site Plan Review Application

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

Office Use Only

Case No.: 002-24
Filing Fee: $550.00
Received: 12/1/23
Advertised:
Proj. No.: 24-012

Applicant: OWN Inc. Phone No.: 816-814-6050

Address: 816-814-6050 Email: Agustafson@weareown.com

Owner: KC DT LLC Phone No.: 816-645-8963

Address: 4706 Broadway, Suite 240, Kansas City, MO 64112 Email: Mbelew@usfpco.com

Location of Property: S. Maiden Lane & W. 22nd Street

Present Use of Property: Vacant Lot Zoning: C2

Design Professional who Prepared the Plans: Alex Gustafson

Phone No.: 816-814-6050 Email: Agustafson@weareown.com

Total Acres: 0.96 Acres

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☑	○	Name of the project, address, boundaries, date, north arrow, and scale of the plan

- [x] ○ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect
- [x] ○ Name and address of all owners of record of abutting parcels
- [x] ○ All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures
- [x] ○ Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures
- [x] ○ The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown
- [x] ○ The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties
- [x] ○ The location, height, size, materials, and design of all proposed signage
- [x] ○ A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas
- [x] ○ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.
- [x] ○ The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales
- [x] ○ Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable
- [x] ○ Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☑ ○ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

☑ ○ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

☑ ○ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

☑ ○ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.

☑ ○ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

☑ ○ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes No

☑ ○ Were 20 copies of the required plans submitted? **Only 11x17 is permitted.**

☑ ○ Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

☑ ○ Was the site plan review fee of $_____ paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 11/30/2023

Case 002-24: Site Plan Review

NW Corner of S Maiden Lane & W 22nd St – Site Plan Review-A request to review a site plan-KCDT LLC

Blake Rourick, 216 N. Mina Ave, Joplin, Missouri representative of OWN, Inc. to present the site plan for review and approval.

Mr. Kimble asked if there were any questions from the Commission on Case 002-24.

Ms. Phillips asked how many Dollar Tree stores there were in Joplin.

Mr. Rourick stated that was a great question. He was not sure.

Ms. Phillips said she did not bother to count.

Mr. Rourick said more than two.

Mr. Kimble asked if there was any one to speak in favor of Case 002-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 002-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 002-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Case 002-24: Site Plan Review



NW Corner of S Maiden Ln and W 22nd St – Site Plan Review – A request to review a site plan – KC DT LLC

LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.

	NEW BUILDING CONSTRUCTION
	STANDARD DUTY ASPHALT PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT
	RIP-RAP OUTLET PROTECTION
	2' CURB AND GUTTER
	2.5' CURB AND GUTTER (JOPLIN ST 04)
	PROPERTY LINE

GENERAL INFORMATION:

PROJECT NAME:
DOLLAR TREE - JOPLIN

PROJECT ADDRESS:
S. MAIDEN LANE & W. 22ND STREET

BUILDING USE:
DOLLAR TREE STORE - 10,000 SF
8,000 SF - RETAIL SPACE
2,000 SF - STORAGE
MAX. EMPLOYEES PER SHIFT - 6

EXISTING ZONING:
C2

PROPERTY AREA SUMMARY:
0.96 AC

AREA DISTURBED WITHIN PROPERTY:
0.96 AC

VEHICLE PARKING SUMMARY:
1 STALL PER 200 SF OF RETAIL BUILDING AREA (8,000 SF)
1 STALL PER 2,000 SF OF WAREHOUSE AREA (2,000 SF)
MINIMUM REQUIRED: 41 STALLS
PARKING CREDITS:
-ON STREET PARKING
0.33 PARKING STALLS FOR EVERY 1 ON STREET SPACE (8)
-BICYCLE PARKING
0.25 PARKING STALLS FOR EVERY 1 BICYCLE SPACE (24)
MINIMUM PARKING REQUIRED WITH PARKING CREDITS: 33 STALLS
PROVIDED PARKING: 31 STALLS + 2 ADA STALLS = 33 STALLS

OWNER OF RECORD:
JOSEPH PROPERTIES
1801 W 32ND ST
JOPLIN, MO 64804

DEVELOPER:
KC DT LLC
4706 BROADWAY, SUITE 240
KANSAS CITY, MO 64112

ENGINEER:
OWN, INC.
8455 COLLEGE BLVD
OVERLAND PARK, KS 66210

MULCHING NOTES

STRAW MULCHING: STRAW MULCH SHALL BE SPREAD UNIFORMLY. THE RATE OF APPLICATION PER ACRE AND THICKNESS IN PLACE FOR VARIOUS MULCHING MATERIALS ARE AS FOLLOWS:

PRAIRIE HAY MULCHING
1¾ - 2¾ TONS PER ACRE = 1½" LOOSE DEPTH SPREAD
UNIFORMLY OVER ACRE

BROMEGRASS MULCHING
1¾ - 2¾ TONS PER ACRE = 1½" LOOSE DEPTH SPREAD
UNIFORMLY OVER ACRE

WHEAT OR OATS STRAW MULCHING
1½ - 2 TONS PER ACRE = 3" LOOSE DEPTH SPREAD UNIFORMLY
OVER ACRE

STRAW MULCH SHALL BE CRIMPED IN PLACE WITH A DISC IN A MINIMUM OF 2 DIRECTIONS PERPENDICULAR TO EACH OTHER.

SEEDING NOTES

ALL AREAS DISTURBED BY NEW CONSTRUCTION SHALL BE SEEDED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK (ASNS). THE SEED MIX SHALL BE AS FOLLOWS:

BOTANICAL NAME	COMMON NAME	P.L.S RATE (LBS/AC)
FESCUCA ELATIOR	K-31 FESCUE	350
LOLIUM PERENNE	DOMESTIC RYEGRASS	20
BROMUS INERMIS	SMOOTH BROME	30
TOTAL PURE LIVE SEED (LBS/AC)		400

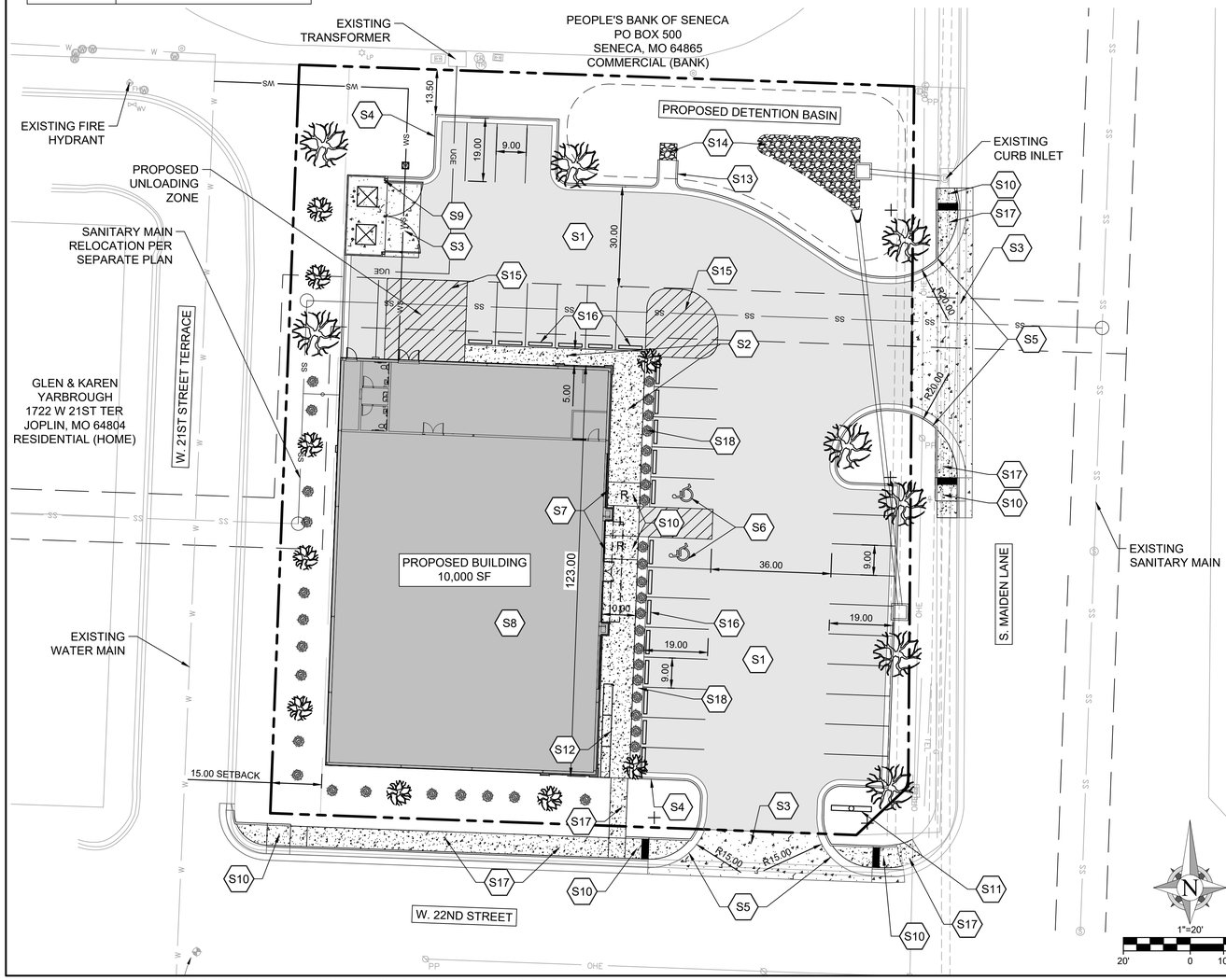
FERTILIZER SHALL BE 13-13-13 APPLIED AT A RATE OF 300 LBS PER ACRE PRIOR TO SEEDING OPERATIONS.

FINAL STABILIZATION NOTES

1. GRASSING LIMITS SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING.
2. PRIOR TO SEEDING, CONTRACTOR TO INCORPORATE FERTILIZER AS SPECIFIED IN TABLE ABOVE.
3. SEED SHALL BE SOWN AT DEPTHS OF 0.25" TO 0.5" AFTER SOIL HAS BEEN TILLED, SCARIFIED, AND PREPARED FOR SEED BED - REFER TO AMERICAN STANDARDS FOR NURSERY STOCK.
4. APPLY SEED IN TWO DIRECTIONS.
5. ALL SEEDED AREAS SHALL BE STRAW MULCHED AND CRIMPED PER STRAW MULCHING SPECIFICATION BELOW UNLESS FABRIC IS PLACED OVER SEEDED AREAS.
6. MAINTENANCE OF GRASS COVER SHALL CONSIST OF WATERING, WEEDING, CUTTING, REPAIR OF ALL EROSION AND RESEEDING AS NECESSARY TO ESTABLISH A UNIFORM STAND OF THE SPECIFIED GRASSES, AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE. AFTER THE SEEDED GRASS HAS STARTED, ALL OF THE AREAS GREATER THAN 12 INCHES SQUARE WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER, SHALL BE RESEEDED UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY GROWTH OF GRASS. OVERSEEDING THE FOLLOWING SPRING IS LIKELY NECESSARY FOR FULL TURF ESTABLISHMENT.

PLANT SCHEDULE

SYM.	KEY	QTY	PLANT TYPE / COMMON NAME	SIZE | SPACING | COMMENTS
	SM	8	LARGE TREE SUGAR MAPLE	B&B, 2" CAL. 50'-75' TALL, 30'-40' WIDE, SUN OR PART SHADE
	WB	7	ORNAMENTAL TREE REDBUD	B&B, 2" CAL. 25' TALL, 15' WIDE, SUN OR PART SHADE
	BW	18	SHRUB LITTLE HENRY SWEETSPIRE	2 GAL., MIN. 2' TALL AT PLANTING, SPACED AS SHOWN ON PLAN



KEY NOTES:

- S1 CONSTRUCT ASPHALTIC CONCRETE PAVEMENT SECTION
- S2 CONSTRUCT CONCRETE SIDEWALK
- S3 CONSTRUCT PORTLAND CEMENT CONCRETE PAVEMENT
- S4 CONSTRUCT CONCRETE CURB AND GUTTER
- S5 CONSTRUCT JOPLIN STANDARD CURB AND GUTTER
- S6 CONSTRUCT ACCESSIBLE PARKING SPACE WITH ACCESS AISLE TO BE ADA COMPLIANT W/ 2% MAX SLOPE IN ALL DIRECTIONS. PROVIDE PAVEMENT MARKINGS TO MATCH STRIPING COLOR UNLESS OTHERWISE REQUIRED TO COMPLY WITH GOVERNING ACCESSIBILITY REGULATIONS.
- S7 INSTALL ADA PARKING SIGN
  SIGN TO BE ATTACHED TO STORE WALL
- S8 PROPOSED BUILDING
- S9 CONSTRUCT DUMPSTER ENCLOSURE
- S10 CONSTRUCT ADA RAMP
- S11 MONUMENT SIGN
- S12 BICYCLE PARKING
- S13 CONSTRUCT CONCRETE FLUME
- S14 CONSTRUCT RIP RAP OUTLET PROTECTION
- S15 PAINT 4" WHITE PARKING STRIPING
  PAINT TO BE LEAD-FREE, WATER BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR
- S16 INSTALL CONCRETE PARKING BLOCKS
- S17 CONSTRUCT JOPLIN STANDARD CONCRETE SIDEWALK
- S18 CONSTRUCT PLANTING BED

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DOLLAR TREE
JOPLIN

NW CORNER OF W 22ND ST & S MAIDEN LN
JOPLIN, MISSOURI, 64804

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23KC10029
DRAWN BY: CLW
CHECK BY: AFG
PLOT DATE: 12/1/23
ISSUED FOR: REVIEW

ISSUED BY: ALEX GUSTAFSON
LICENSE NO: PE-2023018316

A licensed Missouri Engineering Corporation
COA# 00062

SHEET TITLE

SITE PLAN

SHEET NUMBER

C1

1 OF4

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LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.	
1335	EXISTING GRADE LINES
1335	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	CURB AND GUTTER (WET)
	CURB AND GUTTER (DRY)

GENERAL NOTES

REFERENCED STANDARDS:

THE FOLLOWING STANDARDS ARE REFERENCED DIRECTLY IN THIS SECTION. THE LATEST VERSION OF THESE STANDARDS SHALL BE USED.

ASTM D698 -TEST METHOD FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING STANDARD EFFORT (12,400 FT-LBF/FT^3)

2201.1 SUMMARY:

THIS SECTION INCLUDES SUBGRADE PREPARATION AT LOCATIONS WHICH HAVE BEEN PREVIOUSLY GRADED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 2100 "GRADING AND SITE PREPARATION"

2201.2 DEFINITIONS:

A. SUBGRADE: SUBGRADE IS DEFINED AS A WELL GRADED AND COMPACTED LAYER ON WHICH BASE AND SUBSEQUENT COURSES ARE PLACED.

B. SUBGRADE PREPARATION: SUBGRADE PREPARATION IS THE REPEATED OPERATION OF FINE-GRADING AND COMPACTING THE SUBGRADE UNTIL THE SPECIFIED LINES, GRADES, AND CROSS-SECTION, AS INDICATED ON THE PLANS ARE OBTAINED AND THE MATERIALS ARE COMPACTED TO THE SPECIFIED DEPTH AND DENSITY.

CONSTRUCTION:

A. GENERAL: THE SUBGRADE SURFACE SHALL BE BROUGHT TO THE SPECIFIED LINES, GRADES AND CROSS-SECTION BY ADDING OR REMOVING MATERIAL AND COMPACTING TO THE SPECIFIED DENSITY. TOLERANCE ALLOWED ON ALL LINES, GRADES AND CROSS-SECTIONS SHALL BE NO MORE THAN 1/4 INCH.

B. COMPACTING THE SUBGRADE: UNLESS OTHERWISE SPECIFIED, EACH LIFT (8" MAX) OF SUBGRADE FOR PAVEMENTS SHALL BE COMPACTED TO 95% OF THE STANDARD PROCTOR MAXIMUM DENSITY FOR THE MATERIAL USED AS DETERMINED BY ASTM D 698 AND WITHIN A TOLERANCE OF PLUS 3% AND MINUS 3% OF THE OPTIMUM MOISTURE CONTENT. THE TOLERANCE APPLIES ONLY TO THE TOP 6 INCHES.

C. PROTECTION AND MAINTENANCE OF SUBGRADE: THE SUBGRADE SHALL BE PROTECTED FROM ACTION OF THE ELEMENTS OR OTHERS. ANY ACTION (E.G. SETTLEMENT OR EROSION) THAT DAMAGES THE SUBGRADE OR ANY SUBGRADE THAT HAS BECOME UNACCEPTABLE PRIOR TO PLACING THE PAVEMENT THEREON, SHALL BE REPAIRED AND THE SPECIFIC LINES, GRADES, CROSSSECTION, TOLERANCE, DENSITY, AND MOISTURE CONTENT RANGE REESTABLISHED.

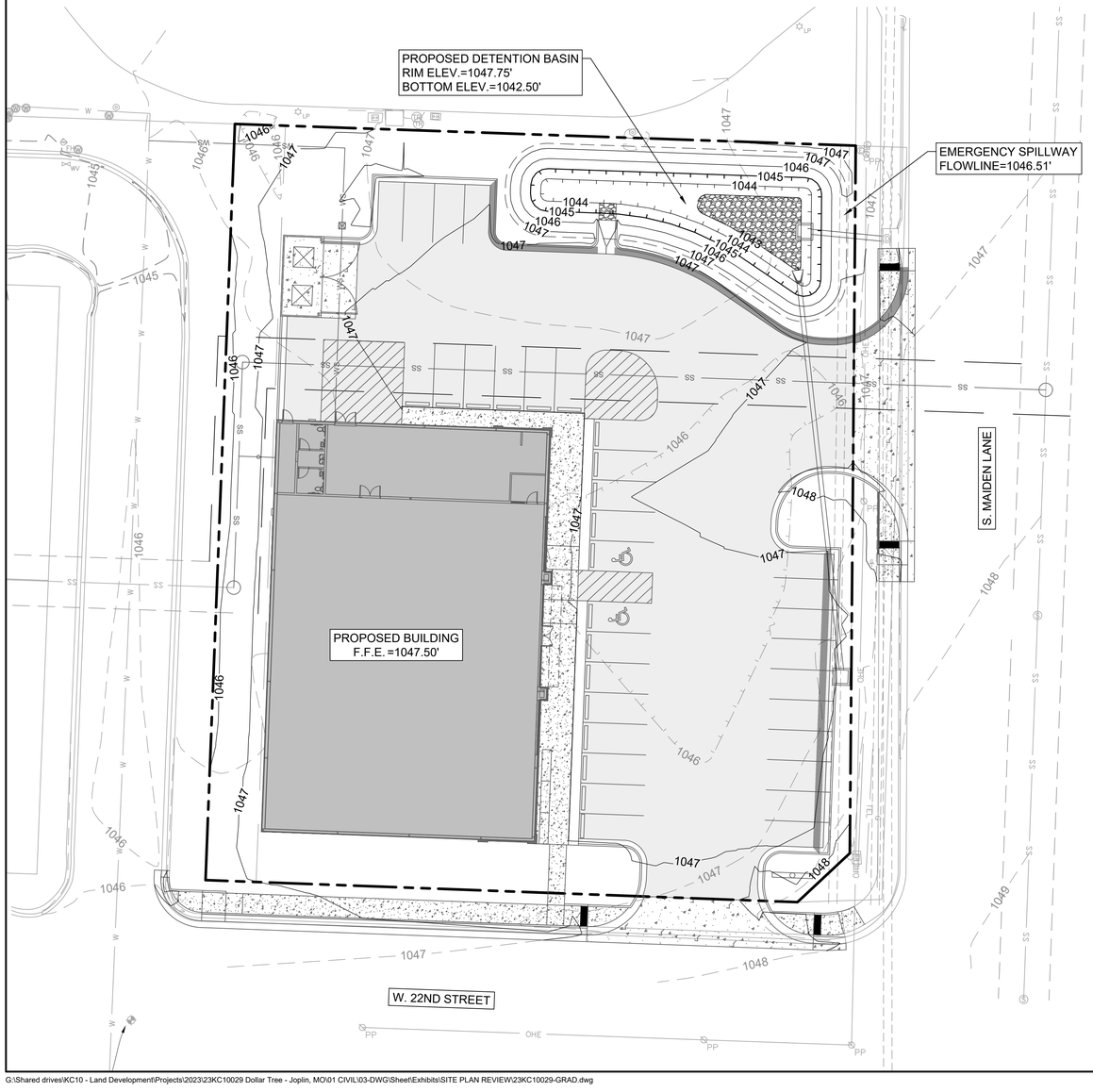
THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS FROM DAMAGE RESULTING FROM HIS SUBGRADE OPERATION. ANY IMPROVEMENT DAMAGED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE.

D. CLEANUP: SUBGRADE CLEANUP SHALL FOLLOW THE WORK PROGRESSIVELY. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT SITE ALL RUBBISH, SURPLUS OR DISCARDED MATERIAL, UNSUITABLE MATERIAL, AND ANY EQUIPMENT, TOOLS AND TEMPORARY CONSTRUCTION ITEMS USED FOR THE PREPARATION OF THE SUBGRADE.

E. ROLL TESTING: ONCE THE SUBGRADE HAS BEEN BROUGHT TO THE FINAL PLAN ELEVATION, BUT PRIOR TO APPROVAL OF THE SUBGRADE FOR PAVING, ALL LANES SHALL BE ROLL TESTED IN THEIR ENTIRE LENGTH. THE SUBGRADE WILL NOT BE ACCEPTABLE IF RUTTING, PUMPING, OR DEFORMATION OF THE SUBGRADE RESULTS FROM THE ROLL TEST. THIS TESTING WILL BE DONE BY THE CONTRACTOR, AND WILL BE IN ADDITION TO THE APPLICABLE MOISTURE AND DENSITY TESTING.

EQUIPMENT FOR ROLL TESTING SHALL BE A TANDEM DUMP TRUCK (ONE FRONT AND TWO REAR AXLES) CARRYING A MINIMUM LOAD OF TWENTY (20) TONS.

THE TRUCK SHALL PROCEED SLOWLY ALONG EACH TRAFFIC LANE, ALLOWING THE ENGINEER TO WALK ALONGSIDE AND OBSERVE THE RESULTS. AREAS FAILING THE ROLL TEST WILL BE REWORKED AND RETESTED PRIOR TO APPROVAL OF THE SUBGRADE FOR PAVING.



N

1"=20'

20' 0 10' 20'

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REVISIONS

NO.	DESCRIPTION	DATE

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CHECK BY: AFG
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ISSUED BY: ALEX GUSTAFSON
LICENSE NO: PE-2023018316

A licensed Missouri
Engineering Corporation
COA# 00062

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C2

2 OF 4

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LEGEND

1335	EXISTING GRADE LINES
1335	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	LIMITS OF DISTURBANCE (X.XX AC)
SF	SILT FENCE
	CONSTRUCTION ENTRANCE
	INLET PROTECTION
	CONCRETE WASHOUT

SEQUENCE OF CONSTRUCTION:

PHASE 1 EROSION CONTROL MEASURES CONSIST OF CLEARING VEGETATION, MASS GRADING OPERATIONS, INSTALLATION OF WATER MAIN SERVICE LINES AND STORM SEWER. WORK SHALL BE CONDUCTED AS FOLLOWS:

1. INSTALL CONSTRUCTION VEHICLE ENTRANCE/EXIT AND PERIMETER SILT FENCE. INSTALL INLET PROTECTION AROUND ANY EXISTING STORM INLETS IN THE VICINITY.
2. CLEAR ANY TREES, VEGETATION, AND DEBRIS WHERE GRADING OPERATIONS WILL BE COMPLETED. ONLY REMOVE THOSE TREES NECESSARY TO ACCOMPLISH GRADING ACTIVITIES AS SHOWN ON PLAN.
3. INSTALL SILT FENCE AT TOE OF SLOPE ALONG PERIMETER AND THE TOE OF SLOPE OF GRADING AREAS AND AS NECESSARY TO PREVENT MUD AND SILT FROM RUNNING LONG DISTANCES ACROSS THE SITE.
4. AS GRADING OPERATIONS ARE COMPLETED, AREAS TO REMAIN INACTIVE FOR MORE THAN 14 DAYS SHALL BE STABILIZED WITH SEED AND COMPOST MULCH AND/OR STEEP SLOPE PROTECTION. SEE PHASE 2 EROSION CONTROL PLAN.
5. BEGIN INSTALLING UNDERGROUND INFRASTRUCTURE STARTING WITH STORM SEWER, THEN WATER LINE. INSTALL INLET PROTECTION AND SLOPE INTERRUPT SILT FENCE ONCE PIPE BACKFILLING HAS BEEN COMPLETED.
6. AS PIPE INSTALLATION OPERATIONS ARE COMPLETED, AREAS TO REMAIN INACTIVE FOR MORE THAN 14 DAYS SHALL BE STABILIZED WITH SEED AND COMPOST MULCH AND/OR STEEP SLOPE PROTECTION. SEE PHASE 2 EROSION CONTROL PLAN.
7. ALL PHASE I EROSION CONTROL MEASURES SHALL CONTINUE BEING REGULARLY INSPECTED AND MAINTAINED UNTIL FINAL STABILIZATION OF AT LEAST 70% OF THE DISTURBED SURFACE HAS BEEN MET THROUGH TEMPORARY SEEDING.

ACERAGE SUMMARY:

ON-SITE DISTURBED AREA = 0.96 AC

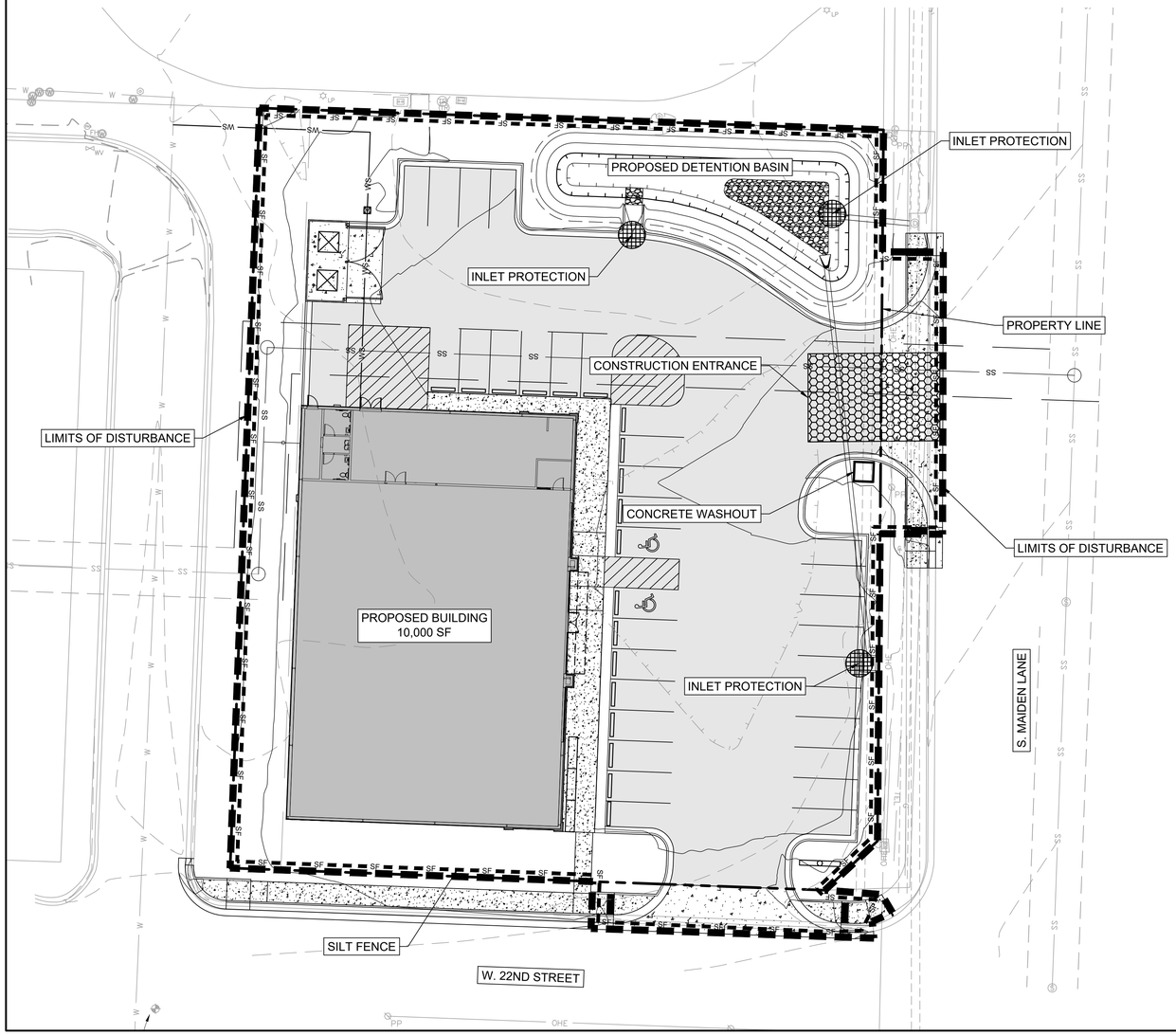
EROSION CONTROL MAINTENANCE:

ALL MEASURES STATED ON THIS SITE MAP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
6. DRAINAGE SWALES WITH SLOPES STEEPER THAN 15% SHALL BE INSPECTED AFTER EACH RAINFALL EVENT. THESE CHANNELS AND SLOPES SHOULD BE TREATED WITH EROSION FABRIC. IF THE CHANNELS OR SLOPES SHOW ANY SIGN OF FAILURE, COORDINATE WITH THE ENGINEER TO DEVELOP A PLAN TO RE-STABILIZE THE FAILED AREA.

FEMA FLOOD NOTE:

THE SUBJECT PROPERTY LIES IN ZONE X, OTHER FLOOD AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP 29097C0258E: EFFECTIVE NOVEMBER 2, 2012.



GENERAL NOTES:

1. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY SUBSEQUENT STAGE IS INITIATED. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. NO FILL SHALL BE PLACED IN FUTURE RIGHTS-OF-WAY UNDER A LAND DISTURBANCE PERMIT UNLESS APPROVED BY THE CITY ENGINEER.
2. THE CONTRACTOR OR OWNER SHALL OBTAIN A LAND DISTURBANCE PERMIT FROM THE CITY OF OLATHE. THE PERMIT HOLDER MUST SCHEDULE AN INITIAL EROSION AND SEDIMENT CONTROL INSPECTION PRIOR TO ANY EARTHMOVING ON THE PROPOSED SITE AS PER THE APPROVED PLAN. SCHEDULING OF INITIAL INSPECTIONS MUST BE MADE AT LEAST TWENTY FOUR (24) HOURS IN ADVANCE.
3. ALL EXCAVATION FOR UTILITY LINE INSTALLATION SHALL BE LIMITED TO THE AMOUNT THAT CAN BE EXCAVATED, INSTALLED, BACKFILLED AND STABILIZED WITHIN ONE WORKING DAY. ALL EXCAVATED MATERIAL SHALL BE DEPOSITED ON THE UPSLOPE SIDE OF THE TRENCH. SEDIMENT LADEN WATER THAT ACCUMULATES IN THE TRENCHES SHALL BE PUMPED THROUGH A FILTRATION DEVICE, OR EQUIVALENT SEDIMENT REMOVAL FACILITY, OR OVER NON-DISTURBED VEGETATED AREAS. DISCHARGE POINTS SHOULD BE ESTABLISHED TO PROVIDE FOR MAXIMUM DISTANCE TO ACTIVE WATERWAYS.
4. BEFORE IMPLEMENTING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL CITY OF OLATHE REVISED JANUARY 2022 DC1-13 PLAN OR REVISIONS TO OTHER PLANS, WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE CITY OF OLATHE.
5. ALL BUILDING MATERIALS AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT'S REGULATIONS. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
6. BEFORE DISPOSING OF SOIL OR RECEIVING BORROW FOR THE SITE, THE CONTRACTOR MUST ASSURE THAT EACH SPOIL OR BORROW AREA HAS AN EROSION AND SEDIMENT CONTROL PLAN APPROVED BY THE CITY OF OLATHE AND WHICH IS BEING IMPLEMENTED AND MAINTAINED ACCORDING TO CITY OF OLATHE REGULATIONS.
7. ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED BEFORE WINTER SHALL BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS THAT ARE EITHER AT FINISHED GRADE OR WILL NOT BE REDISTURBED BEFORE WINTER MUST BE STABILIZED WITH PERMANENT SEEDING SPECIFICATIONS.
8. PLANTING AND SEEDING DATES SHALL BE IN ACCORDANCE WITH THE CITY OF OLATHE TECHNICAL SPECIFICATIONS FOR PUBLIC IMPROVEMENT PROJECTS. INTERIM STABILIZATION WILL BE ACHIEVED BY MULCHING.
9. ONLY LIMITED DISTURBANCE WILL BE PERMITTED TO CONSTRUCT SEDIMENT TRAPS, DIVERSION TERRACES, ETC.
10. AT THE END OF EACH WORKING DAY, ANY SEDIMENT TRACKED OR CONVEYED ONTO A PUBLIC ROADWAY WILL BE REMOVED AND RE-DEPOSITED ONTO THE CONSTRUCTION SITE. REMOVAL CAN BE COMPLETED THROUGH USE OF MECHANICAL OR HAND TOOLS, BUT MUST NEVER BE WASHED OFF THE ROAD USING WATER.
11. SEDIMENT REMOVAL FROM EROSION AND SEDIMENT CONTROLS AND FACILITIES SHALL BE DISPOSED OF IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS, OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED OR PLACED IN TOPSOIL STOCKPILES.
12. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
13. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. CITY OF OLATHE REVISED JANUARY 2022 DC1-14.
14. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT REMOVAL FACILITY OR OVER UNDISTURBED VEGETATED AREAS.
15. STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATED COVER OR OTHER PERMANENT NON-VEGETATED COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
16. AN EROSION CONTROL BLANKET WILL BE INSTALLED ON ALL DISTURBED SLOPES STEEPER THAN 3:1 AND ALL AREAS OF CONCENTRATED FLOWS.
17. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT CONTROL BMPS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROL BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENT CONTROL BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
18. ANY SEDIMENT REMOVED FROM BMPS DURING CONSTRUCTION SHALL BE RETURNED TO UPLAND AREAS ON SITE AND INCORPORATED INTO SITE GRADING.
19. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND OR CONTRACTOR SHALL CONTACT THE CITY FOR A FINAL INSPECTION.
20. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING ("EROSION CONTROL"), THE STANDARD DETAILS, ATTACHMENTS INCLUDED IN SPECIFICATIONS ("SWPPP"), PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
21. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
22. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
23. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
24. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READLY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
25. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
26. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
27. CONTRACTOR RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE. PONDING OF WATER WILL NOT BE ALLOWED ON SITE. IF NECESSARY, CONTRACTOR TO PROVIDE TEMPORARY SWALES OR PUMPING IN LOW POINT SUMP CONDITIONS UNTIL THE INSTALLATION OF STORM SEWER.

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JOPLIN, MISSOURI, 64804

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23KC10029
DRAWN BY: CLW
CHECK BY: AFG
PLOT DATE: 12/1/23
ISSUED FOR: REVIEW

ISSUED BY: ALEX GUSTAFSON
LICENSE NO: PE-2023018316

A licensed Missouri Engineering Corporation
COA# 00062

SHEET TITLE

EROSION CONTROL PHASE 1

SHEET NUMBER

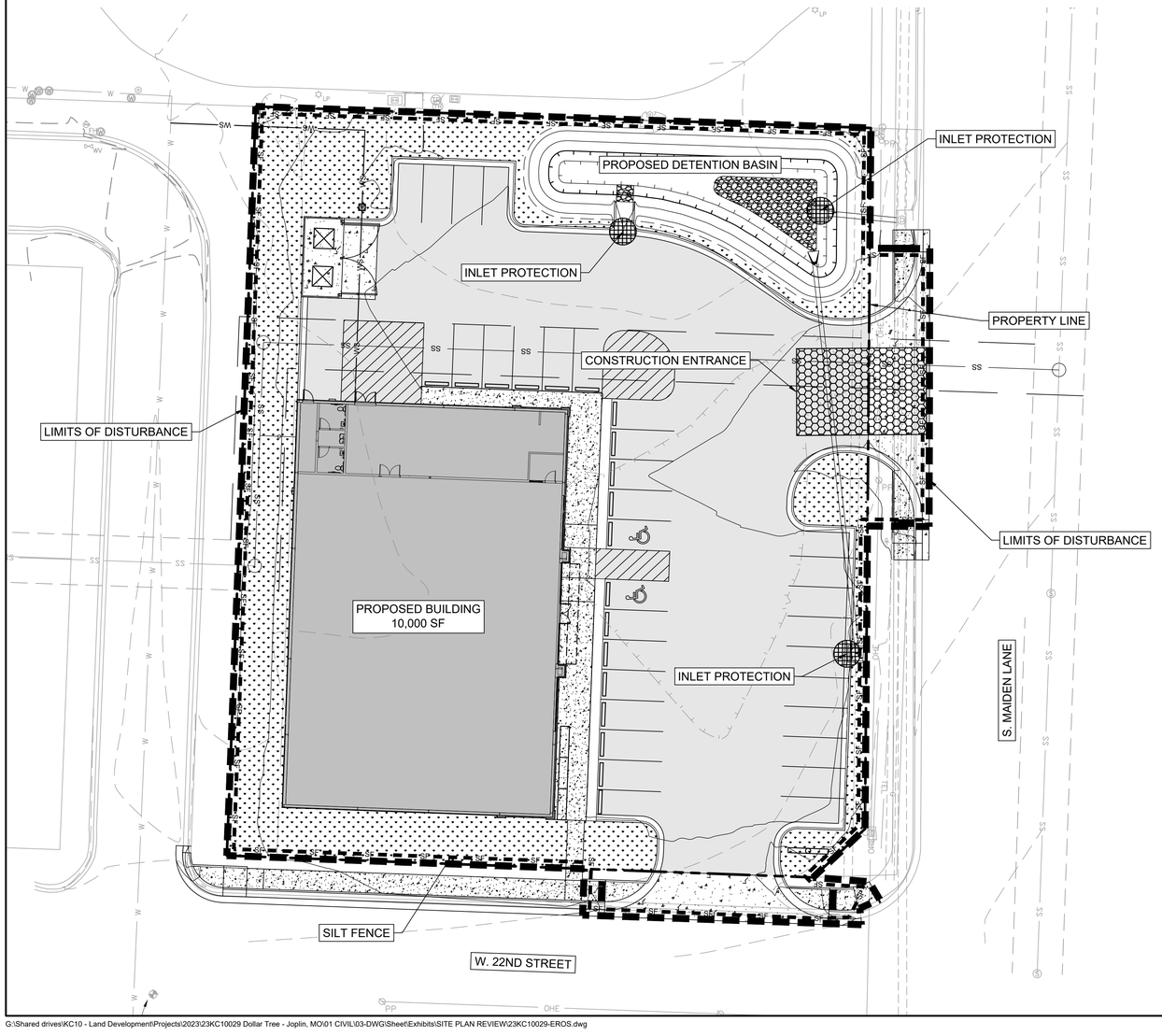
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LEGEND	
— —1335— —	EXISTING GRADE LINES
——1335——	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	LIMITS OF DISTURBANCE (X.XX AC)
SF	SILT FENCE
	CONSTRUCTION ENTRANCE
	INLET PROTECTION
	CONCRETE WASHOUT
	FINAL SODDING/SEEDING

REFER TO LANDSCAPING PLANS FOR FINAL STABILIZATION PLANTINGS



SEQUENCE OF CONSTRUCTION:

PHASE 2 EROSION CONTROL MEASURES CONSIST PAVING, RE-ESTABLISHING GROUNDCOVER VEGETATION, AND REMOVING SILT FENCE AND INLET PROTECTION. WORK SHALL BE COMPLETED IN THE SEQUENCE AS FOLLOWS:

1. INSTALL CURB, PAVEMENT, AND REQUIRED SIDEWALKS ADJACENT TO TRACTS. ADJUST SILT FENCE AND SLOPE INTERRUPTS AS NECESSARY TO PREVENT MUD AND SILT FROM FLOWING LONG DISTANCES.
2. SOD ALL DISTURBED AREAS ONCE FINISH GRADE HAS BEEN ACHIEVED. MAINTAIN SILT FENCE, SLOPE INTERRUPTS, STEEP SLOPE PROTECTION, AND INLET PROTECTION UNTIL VEGETATIVE COVER HAS BEEN ESTABLISHED OVER 70% OF THE TOTAL DISTURBED AREA.
3. AS ALL DISTURBED AREAS ARE STABILIZED WITH VEGETATIVE COVER, STORM SEWER INLET PROTECTION AND SILT FENCE CAN BE REMOVED UPON CITY INSPECTION AND APPROVAL.

ACERAGE SUMMARY:

ON-SITE DISTURBED AREA = 0.96 AC

FEMA FLOOD NOTE:

THE SUBJECT PROPERTY LIES IN ZONE X, OTHER FLOOD AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP 29097C0258E: EFFECTIVE NOVEMBER 2, 2012.

EROSION CONTROL MAINTENANCE:

ALL MEASURES STATED ON THIS SITE MAP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
6. DRAINAGE SWALES WITH SLOPES STEEPER THAN 15% SHALL BE INSPECTED AFTER EACH RAINFALL EVENT. THESE CHANNELS AND SLOPES SHOULD BE TREATED WITH EROSION FABRIC. IF THE CHANNELS OR SLOPES SHOW ANY SIGN OF FAILURE, COORDINATE WITH THE ENGINEER TO DEVELOP A PLAN TO RE-STABILIZE THE FAILED AREA.

GENERAL NOTES:

1. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY SUBSEQUENT STAGE IS INITIATED. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE. NO FILL SHALL BE PLACED IN FUTURE RIGHTS-OF-WAY UNDER A LAND DISTURBANCE PERMIT UNLESS APPROVED BY THE CITY ENGINEER.
2. THE CONTRACTOR OR OWNER SHALL OBTAIN A LAND DISTURBANCE PERMIT FROM THE CITY OF OLATHE. THE PERMIT HOLDER MUST SCHEDULE AN INITIAL EROSION AND SEDIMENT CONTROL INSPECTION PRIOR TO ANY EARTHMOVING ON THE PROPOSED SITE AS PER THE APPROVED PLAN. SCHEDULING OF INITIAL INSPECTIONS MUST BE MADE AT LEAST TWENTY FOUR (24) HOURS IN ADVANCE.
3. ALL EXCAVATION FOR UTILITY LINE INSTALLATION SHALL BE LIMITED TO THE AMOUNT THAT CAN BE EXCAVATED, INSTALLED, BACKFILLED AND STABILIZED WITHIN ONE WORKING DAY. ALL EXCAVATED MATERIAL SHALL BE DEPOSITED ON THE UPSLOPE SIDE OF THE TRENCH. SEDIMENT LADEN WATER THAT ACCUMULATES IN THE TRENCHES SHALL BE PUMPED THROUGH A FILTRATION DEVICE, OR EQUIVALENT SEDIMENT REMOVAL FACILITY, OR OVER NON-DISTURBED VEGETATED AREAS. DISCHARGE POINTS SHOULD BE ESTABLISHED TO PROVIDE FOR MAXIMUM DISTANCE TO ACTIVE WATERWAYS.
4. BEFORE IMPLEMENTING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL CITY OF OLATHE REVISED JANUARY 2022 DC1-13 PLAN OR REVISIONS TO OTHER PLANS, WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE CITY OF OLATHE.
5. ALL BUILDING MATERIALS AND WASTES MUST BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT'S REGULATIONS. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
6. BEFORE DISPOSING OF SOIL OR RECEIVING BORROW FOR THE SITE, THE CONTRACTOR MUST ASSURE THAT EACH SPOIL OR BORROW AREA HAS AN EROSION AND SEDIMENT CONTROL PLAN APPROVED BY THE CITY OF OLATHE AND WHICH IS BEING IMPLEMENTED AND MAINTAINED ACCORDING TO CITY OF OLATHE REGULATIONS.
7. ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED MUST BE STABILIZED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE RE-DISTURBED BEFORE WINTER SHALL BE STABILIZED IN ACCORDANCE WITH TEMPORARY SEEDING SPECIFICATIONS. DISTURBED AREAS THAT ARE EITHER AT FINISHED GRADE OR WILL NOT BE REDISTURBED BEFORE WINTER MUST BE STABILIZED WITH PERMANENT SEEDING SPECIFICATIONS.
8. PLANTING AND SEEDING DATES SHALL BE IN ACCORDANCE WITH THE CITY OF OLATHE TECHNICAL SPECIFICATIONS FOR PUBLIC IMPROVEMENT PROJECTS. INTERIM STABILIZATION WILL BE ACHIEVED BY MULCHING.
9. ONLY LIMITED DISTURBANCE WILL BE PERMITTED TO CONSTRUCT SEDIMENT TRAPS, DIVERSION TERRACES, ETC.
10. AT THE END OF EACH WORKING DAY, ANY SEDIMENT TRACKED OR CONVEYED ONTO A PUBLIC ROADWAY WILL BE REMOVED AND RE-DEPOSITED ONTO THE CONSTRUCTION SITE. REMOVAL CAN BE COMPLETED THROUGH USE OF MECHANICAL OR HAND TOOLS, BUT MUST NEVER BE WASHED OFF THE ROAD USING WATER.
11. SEDIMENT REMOVAL FROM EROSION AND SEDIMENT CONTROLS AND FACILITIES SHALL BE DISPOSED OF IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS, OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED OR PLACED IN TOPSOIL STOCKPILES.
12. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
13. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. CITY OF OLATHE REVISED JANUARY 2022 DC1-14.
14. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT REMOVAL FACILITY OR OVER UNDISTURBED VEGETATED AREAS.
15. STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERENNIAL VEGETATED COVER OR OTHER PERMANENT NON-VEGETATED COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
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NW CORNER OF W 22ND ST & S MAIDEN LN
JOPLIN, MISSOURI, 64804

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23KC10029
DRAWN BY: CLW
CHECK BY: AFG
PLOT DATE: 12/1/23
ISSUED FOR: REVIEW

ISSUED BY: ALEX GUSTAFSON
LICENSE NO: PE-2023018316

A licensed Missouri Engineering Corporation COA# 00062

SHEET TITLE

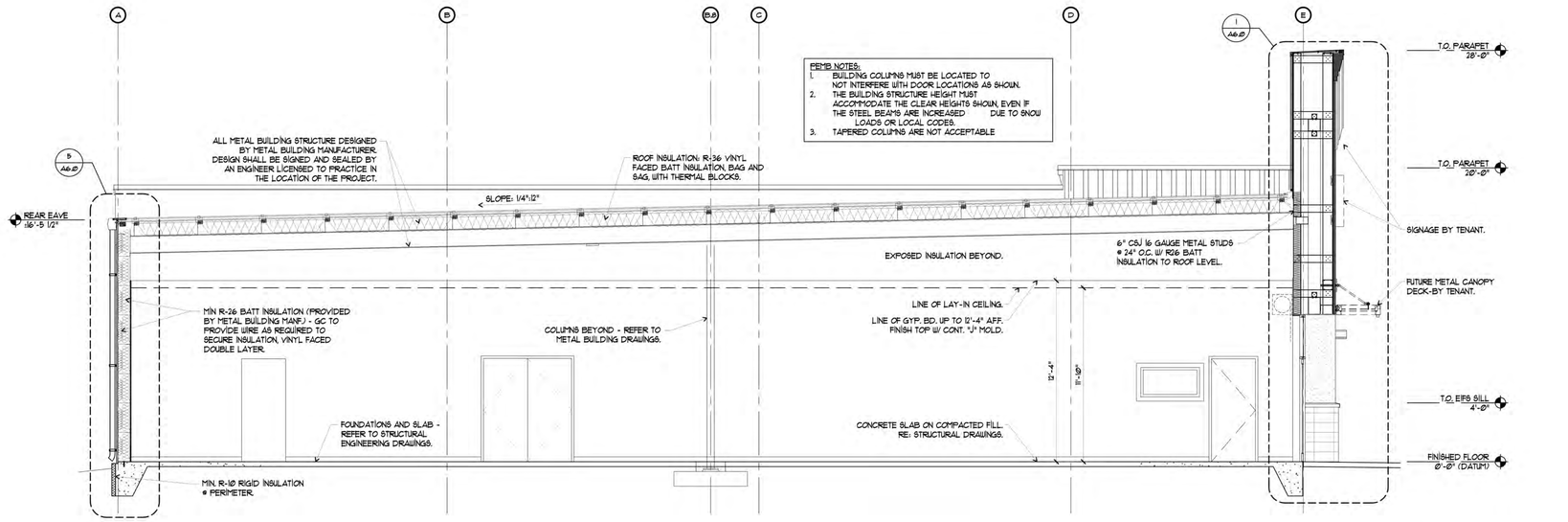
EROSION CONTROL PHASE 2

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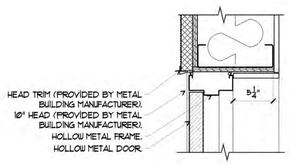
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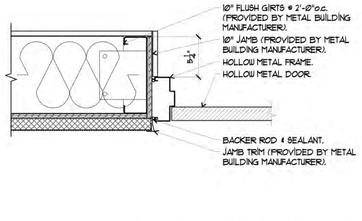
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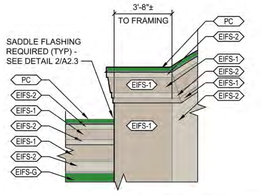
8 BUILDING SECTION
SCALE: 1/4" = 1'-0"



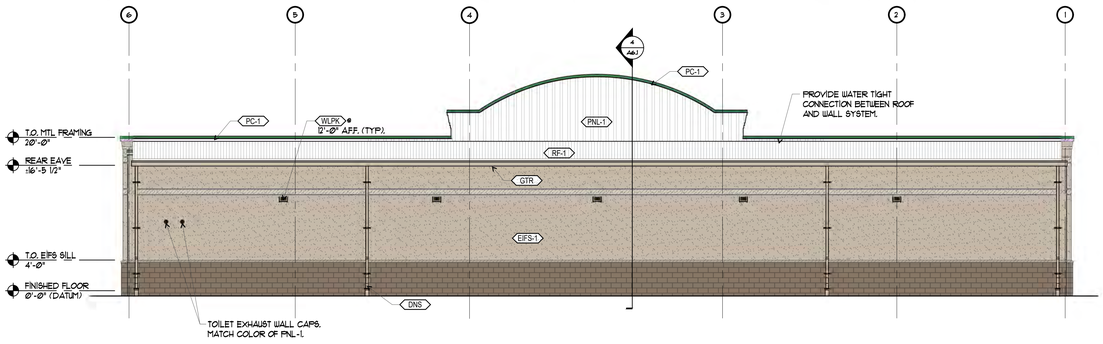
7 HEAD @ DOORS 400 & 401
SCALE: 1 1/2" = 1'-0"



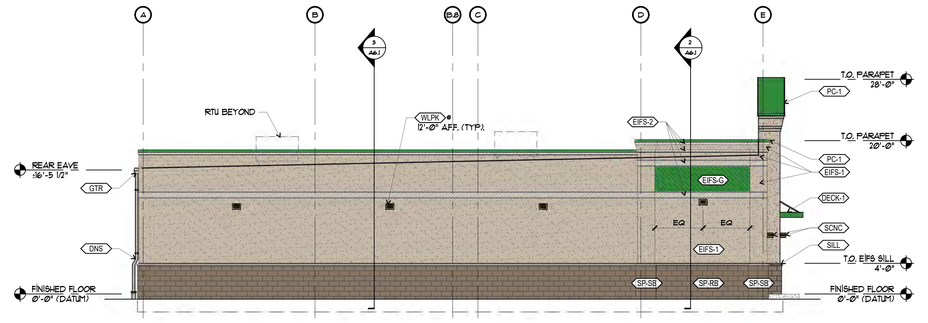
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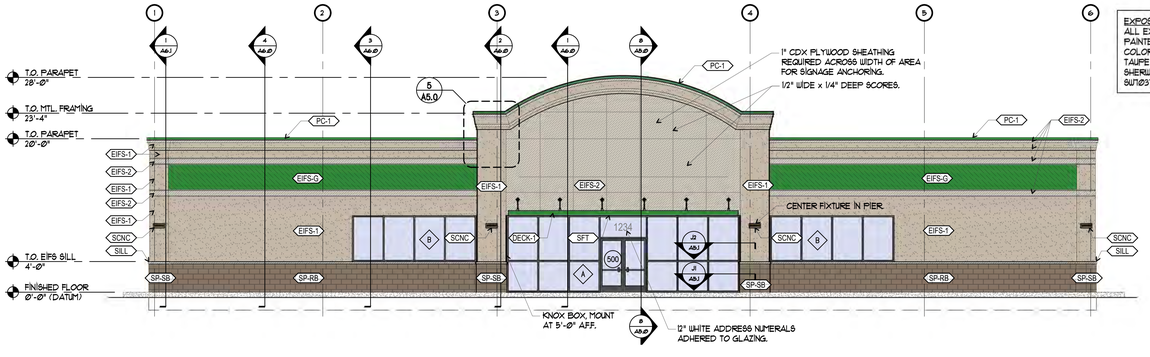
5 ELEVATION DETAIL
SCALE: 1/4" = 1'-0"



4 REAR ELEVATION
SCALE: 1/8" = 1'-0"

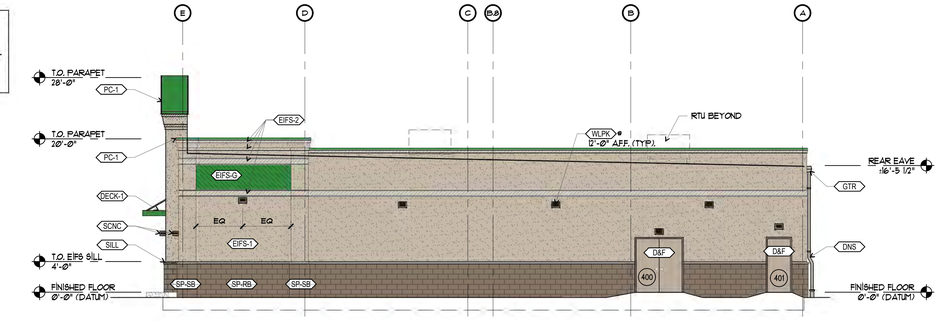


3 SIDE ELEVATION
SCALE: 1/8" = 1'-0"



EXPOSED FOUNDATION NOTE:
ALL EXPOSED FOUNDATION SHALL BE PAINTED TO MATCH ABOVE SURFACE COLOR. USE SHERWIN WILLIAMS "VIRTUAL TAUPE" - SW7039 BELOW BLOCK AND SHERWIN WILLIAMS "BALANCED BEIGE" SW7037 BELOW PANELS

2 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION LEGEND

KEYNOTE	HATCH	DESCRIPTION	COLOR
SP-RB		SPLIT FACED CMU VENEER - RUNNING BOND	SHERWIN WILLIAMS - "VIRTUAL TAUPE" - SW7039
SP-SB		SPLIT FACED CMU VENEER - STACKED BOND	SHERWIN WILLIAMS - "VIRTUAL TAUPE" - SW7039
EIFS-1		EIFS - COLOR 1 (FINISH - PRODUCT STO 310)	STO "SANDSTONE" 93860 (NA10-0052)
EIFS-2		EIFS - COLOR 2 (FINISH - PRODUCT STO 310)	STO "SMOKED PUTTY" 93240 (NA10-0053)
EIFS-G		EIFS - ACCENT COLOR (FINISH - PRODUCT STOLIT 130D)	STO SW "ENVY" SW6925 (NA10-0054)
PNL-1		1 1/8" 26 GAUGE MBCI AVP METAL WALL PANEL (PROVIDED BY METAL BUILDING MANF.)	MBCI SIGNATURE 200 - "LIGHT STONE"
RF-1		3"-24 GAUGE DOUBLE LOK GALVALUME METAL ROOF SYSTEM	SOLAR WHITE
SILL		3 3/8" x 3 5/8" EIFS SILL W/ BEVEL - SEE DETAIL 1/A2.3	STO "SMOKED PUTTY" 93240 (NA10-0053)
RAKE		SCULPTURED RAKE TRIM (PROVIDED BY METAL BUILDING MANF.)	MBCI SIGNATURE 200 - "LIGHT STONE"
PC-1	N/A	24 GAUGE KYNAR COATED METAL COPING (PROVIDED BY METAL BUILDING MANF.)	SHERWIN WILLIAMS "ENVY" SW6925 LVR 18%
DNS	N/A	GALVANIZED METAL DOWNSPOUT (SIZED & PROVIDED BY METAL BUILDING MANF.)	MBCI SIGNATURE 200 - "LIGHT STONE"
GTR	N/A	GALVANIZED METAL GUTTER (SIZED & PROVIDED BY METAL BUILDING MANF.)	MBCI SIGNATURE 200 - "LIGHT STONE"
DECK-1	N/A	3'-0" METAL DECK CANOPY - HANGER ROD SUPPORTED W/ 8" FASCIA - SUPPLIED & INSTALLED BY SIGN VENDOR - CONTRACTOR TO PROVIDE & INSTALL WALL BOLTS (SEE A6.0)	SHERWIN WILLIAMS "ENVY" SW6925 LVR 18%
SCNC		LSI LED PATRIOT WALL SCONCE @ 8'-8" A.F.F. (SEE ELECTRICAL)	BRZ - "BRONZE"
WLPK		LED EXTERIOR WALL PAK LIGHT @ 12'-0" F.F.F. (SEE ELECTRICAL)	
D&F	N/A	STEEL DOOR & HOLLOW METAL FRAME	SHERWIN WILLIAMS "BALANCED BEIGE" SW7037
XX	STOREFRONT TYPE (REFER TO SHEET A2.0)	PAINTING NOTES: CMU - (DUMPSTER ENCLOSURE) (1) COAT OF S-W LOXON BLOCK SURFACER A24W200 (OR EQUAL). (2) COATS OF S-W CONFLEX XL ELASTOMERIC HIGH BUILD COATING, A5-400 SERIES (OR EQUAL)	
XXX	DOOR NUMBER (REFER TO SHEET A2.0)	METAL - (2) COATS OF S-W METALATEX ACRYLIC SEMI-GLOSS (B42 SERIES)	
		LINTELS - PAINT STOREFRONT LINTELS PER "METAL" NOTE ABOVE WITH SHERWIN WILLIAMS "BALANCED BEIGE" SW7037 AFTER PRIMING WITH (1) COAT OF S-W PRO INDUSTRIAL PRO-CRYL UNIVERSAL PRIMER (B66-310 SERIES)	

GENERAL NOTES:

1. METAL PANELS, SOFFITS, GUTTERS, AND DOWNSPOUTS ARE TO BE MBCI OR EQUAL. SUBSTITUTED COLORS ARE TO MATCH PROTOTYPE STANDARDS.
2. ALL EXPOSED FOUNDATION SHALL BE PAINTED TO MATCH ABOVE SURFACE COLOR. USE SHERWIN WILLIAMS - "VIRTUAL TAUPE" - SW7039 BELOW BLOCK & SHERWIN WILLIAMS "BALANCED BEIGE" SW7037 BELOW METAL PANELS.

h|d ARCHITECTURE
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Overland Park, KS 66223
h|d Architecture, LLC

9/12/2023

Architect - Gregory D. Highbarger
License - Missouri | A-7530

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Kansas City, MO 64108
816-421-3222

MEP CONSULTANT

5BY5 Engineers, LLC
1100 Main Street, Floor 4
Kansas City, MO 64105
(913) 689-9449

PLANNING

A New Retail Location For:

DOLLAR TREE

NW Corner of S. Maiden Ln & W. 22nd St
Joplin, MO 64804

Date	11/30/2023
Job Number	20-003.25
Drawn By	JS
Checked By	GH
Type	3B-R-4

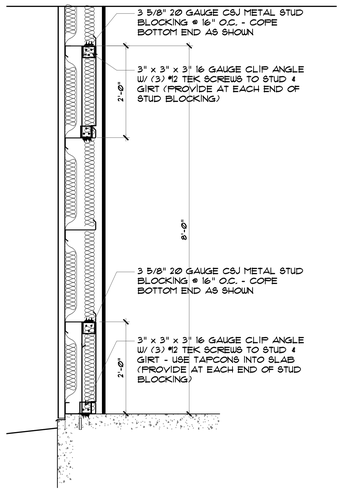
Revisions

Number	Date	Description

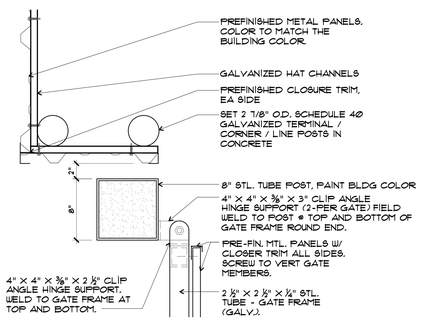
A5.0

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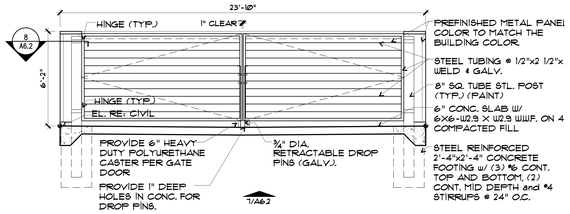
EXTERIOR ELEVATIONS & BUILDING SECTION



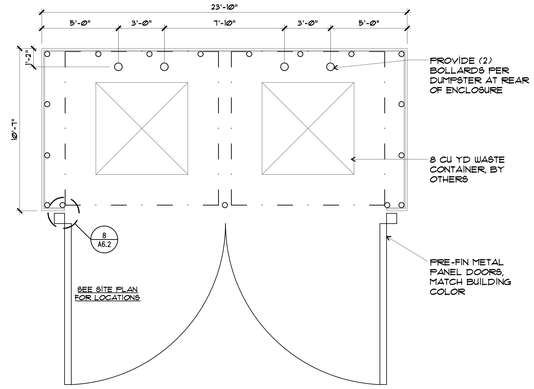
9 BLOCKING DETAIL
SCALE: 3/4" = 1'-0"



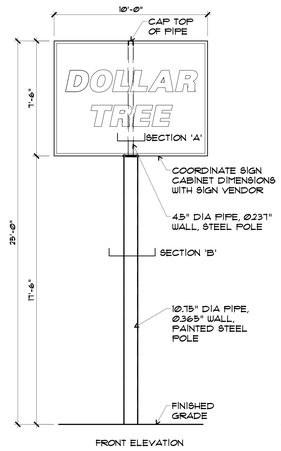
8 TRASH ENCLOSURE DETAIL
SCALE: 1 1/2" = 1'-0"

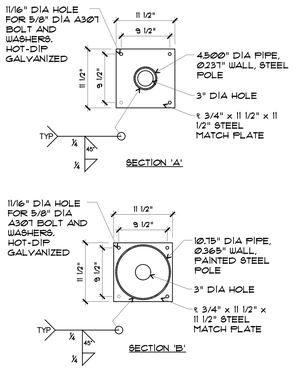


7 TRASH ENCLOSURE ELEVATION
SCALE: 1/4" = 1'-0"

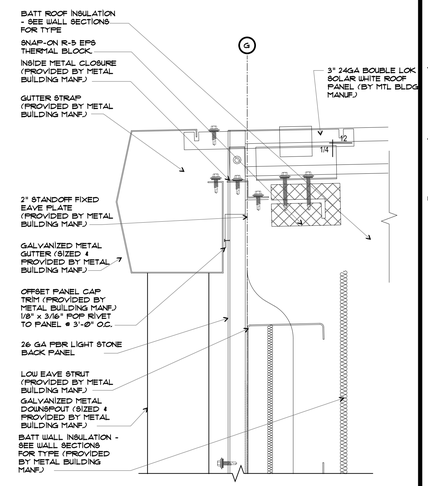


6 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

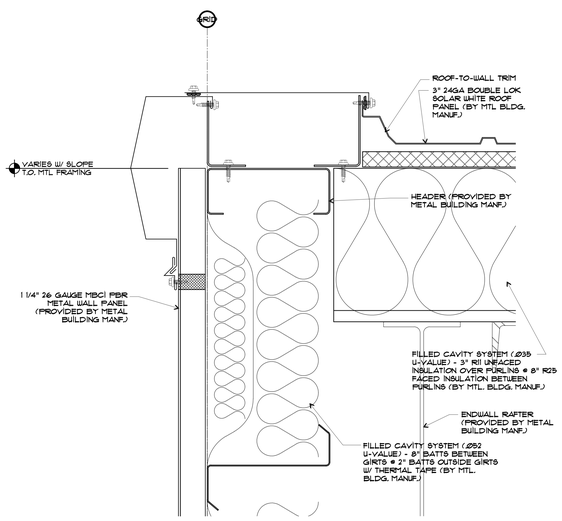




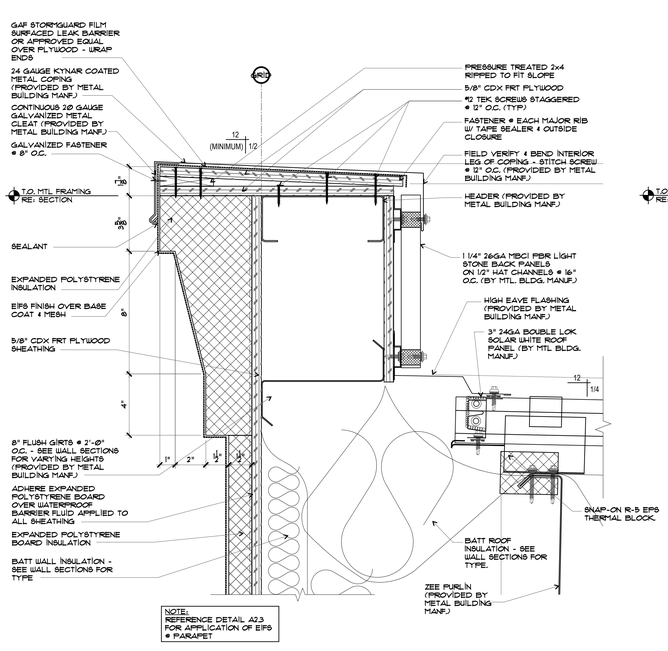
5 PYLON SIGN DETAILS
SCALE: 1/4" = 1'-0" RE: SITE PLAN FOR LOCATION



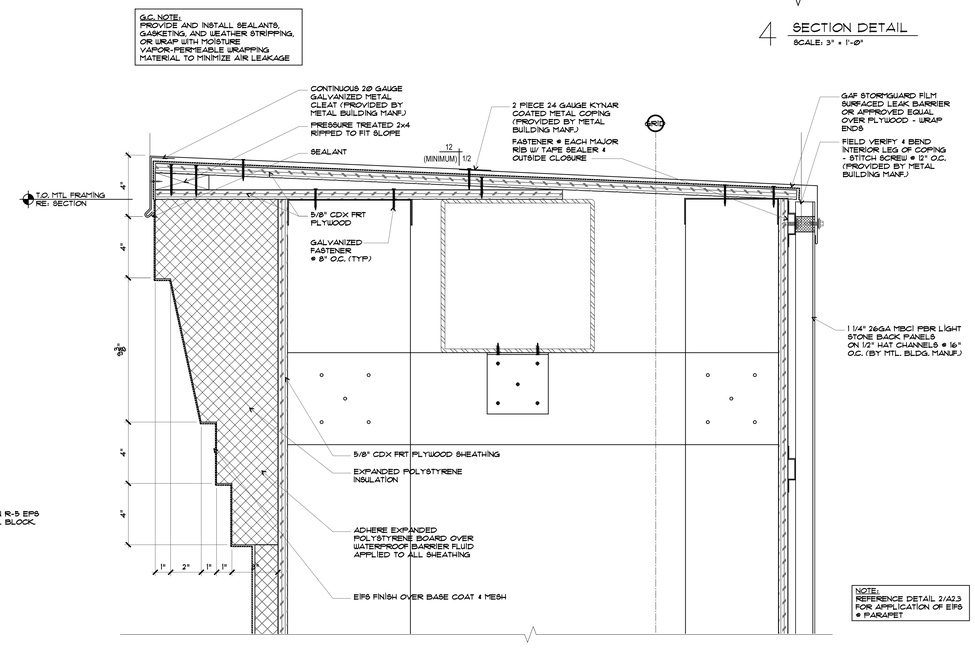
4 SECTION DETAIL
SCALE: 3" = 1'-0"



3 SECTION DETAIL
SCALE: 3" = 1'-0"



2 SECTION DETAIL
SCALE: 3" = 1'-0"



1 SECTION DETAIL
SCALE: 3" = 1'-0"

h|d
ARCHITECTURE
15225 Broadmoor Street
Overland Park, KS 66223
h|d Architecture, LLC

9/12/2025

Architect - Gregory D. Highbarger
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MEP CONSULTANT

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(913) 689-9449

PLANNING

DOLLAR TREE

A New Retail Location For:

NW Corner of S. Maiden Ln & W. 22nd St
Joplin, MO 64804

Date	11/30/2023
Job Number	20-003.25
Drawn By	JS
Checked By	GH
Type	3B-R-4

Revisions

Number	Date	Description

A6.2

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SECTION DETAILS
PYLON SIGN