COUNCIL AGENDA
Monday, May 1, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing Grant Landis In The City Of Joplin

   2. Proclamation Recognizing National Public Works Week May 21 – May 27, 2017

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2017-256
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2530 Picher Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-256 MINUTES.PDF
      CB 2017-256 PLAN REPORT.PDF
      CB 2017-256.PDF
      CB 2017-256 SUMMARY.PDF
      008-17 RZ 2530 PICHER.PDF

   3. Council Bill No. 2017-257
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-PD property as described below and located Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-257-SUMMARY SHEET.PDF
      CB2017-257-COMMISSION MINUTES.PDF
      CB2017-257-PLANNING REPORT.PDF
      CB2017-257-MAP.PDF
      CB 2017-257-COUNCIL BILL.PDF

   4. COUNCIL BILL NO. 2017-258
      AN ORDINANCE providing for the vacation of 50' public right-of-way easement located 27th Street between Cunningham Avenue and McCoy Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-258 MINUTES.PDF
      CB 2017-258 PLAN REPORT.PDF
      CB 2017-258.PDF
      CB 2017-258 SUMMARY.PDF
      010-17 VAC 27TH MCCOY.PDF

   5. COUNCIL BILL NO. 2017-259
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O-PD and including in District R-3 property as described below and located Southwest Corner of 27th Street and McCoy Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

CB 2017-259 MINUTES.PDF
CB 2017-259 PLAN REPORT.PDF
CB 2017-259 SUMMARY.PDF
CB 2017-259.PDF
011-17 RZ 27TH AND MCCOY.PDF

6. Council Bill No. 2017-260
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located Southeast Corner of 44th Street and Indiana Avenue in the City of Joplin, Newton County, Missouri.

Documents:

CB 2017-260-SUMMARY SHEET.PDF
CB2017-260-COMMISSION MINUTES.PDF
CB2017-260-PLANNING REPORT.PDF
CB2017-260-MAP.PDF
CB2017-260-COUNCIL BILL.PDF

8. Consent Agenda

1. Minutes Of The April 17, 2017 City Council Meeting

Documents:

4-17 COUNCIL MINS-.PDF

2. COUNCIL BILL NO. 2017-255
AN ORDINANCE establishing grands and accepting the Plat of CEDAR POINT SUBDIVISION PLAT located Southwest Corner of South Even Avenue and West 26th Place, in the City of Joplin, Jasper County, Missouri

Documents:

CB 2017-255 MINUTES.PDF
CB 2017-255 PLAN REPORT.PDF
CB 2017-255.PDF
CB 2017-255-SUMMARY.PDF
CEDAR POINT PLAT.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL 2017-002
AN ORDINANCE authorizing and approving a Letter of Intent between the State of Missouri and the City of Joplin outlining the material terms and conditions for the proposed exchange of properties located at the corner of South Wall Avenue and West 8th Street in Joplin owned by the State of Missouri, and the City's property in the 700 block of South Wall Avenue; authorizing the City Manager to execute said Letter of Intent on behalf of the City; and, containing an emergency clause.

Documents:

CB2017-002 SUMMARY.PDF
CB2017-002 COUNCIL BILL.PDF
CB2017-002 SUPPLEMENTAL INFO.PDF

2. COUNCIL BILL NO. 2017-450
AN ORDINANCE approving a Construction Agreement by and between Stiles Roofing Inc. and the City of Joplin, Missouri, for the amount of One Hundred Fifteen Thousand, One Hundred Eighteen Dollars and no Cents ($115,118.00), for Fluid Applied Roof Restoration at the Joplin City Health Department facility; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2017-450-SUMMARY SHEET.PDF
CB2017-450-COUNCIL BILL.PDF
CB 2017-450 CONTRACT.PDF
CB 2017-450 BID SUMMARY.PDF
CB 2017-450 BID PACKAGE.PDF

3. COUNCIL BILL NO. 2017-508

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-508 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-508 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-508 SCHEDULE A BUDGET AMENDMENT MAY 2017.PDF

11. Ordinances - First Reading

1. COUNCIL BILL 2017-604
This Council Bill seeks permission for the City Manager to sign an agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region.

   Documents:

   CB 2017-604 GREEN SHEET.PDF
   CB 2017-604.PDF
   CB 2017-604, DESIGN WORKSHOP AGREEMENT.PDF
   CB 2017-604, EXHIBIT A - 2016-RFP-18 TOURISM STUDY.PDF
   CB 2017-604, EXHIBIT B - DESIGN WORKSHOP BID PACKAGE.PDF
   CB 2017-604, EXHIBIT C - BID TABULATION FORM 2016-RFP-18.PDF
   CB 2017-604, EXHIBIT D - TOURISM STUDY STAFF BID EVALUATIONS 020117.PDF
   CB 2017-604, EXHIBIT E - DESIGN WORKSHOP SCOPE OF WORK REVISED 042417.PDF

2. COUNCIL BILL NO. 2017-605
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Sprinturf, LLC for the purpose of installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty One Thousand Three Hundred Sixty Three and 00/100 Dollars ($461,363.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2017-605 SUMMARY SYNTHETIC TURF BECKER AND REDDEN.PDF
   CB 2017-605 ORDINANCE SYNTHETIC TURF BECKER AND REDDEN.PDF
   CB 2017-605 SCHEDULE A 2017 BUDGET AMENDMENT TURF MAY 2017.PDF
   JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2016 - JOE BECKER TURF.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From The PIO

2. Closed Session

   Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

Notice posted at _____ p.m. on this the __ day of _____, _____. (RSMo 610.020)

Case 008-17: 2530 Picher Avenue – A request to rezone from R-1 (Single Family Residential) to R-2 (Two-Family Residential) for the construction of a residential duplex – JD&K Associates.

Curtis King, 3900 County Lane 272, Joplin, MO, is one of the three partners that owns this parcel and is requesting rezoning this lot for a duplex. He is seeing increased demand for smaller units for renters, including future medical school students looking for more affordable places to live. There are duplexes in the area and this duplex fits in with the neighborhood.

Mr. Cortez asked if the frontage of the duplexes will be on Picher or 26th Street? Mr. King stated the address is Picher but the duplex will face 26th Street.

Mr. Cortez asked about the garages, single, double or none at all? Mr. King stated they are not planning on garages.

Mr. Cortez asked where parking would be located?

Mr. King said it would depend on requirements. Road Parking or East side planning on putting in a pull in driveway.

Ms. Cunningham stated that the City does require off street parking. The driveway was originally shown off the alley but after the traffic engineer reviewed the plans he requested that the driveway be moved to Picher. They will move off Picher so there are no sight triangle or visualization problems.

Mr. Duncan asked if Mr. King owned the lot to the west on the other end of the block. Mr. King does not own that piece of property.

Mr. Duncan stated that we have some written protest petitions for that case. Mr. Smith asked Commissioners if everyone has had a change to read through them.

Mr. Ramsour asked Ms. Cunningham if duplexes right on 26th Street fit in with the post tornado plan.

Mr. Bolander stated it is a mixed of use along that corridor. There are existing duplexes in that area.

Mr. Smith asked if there were any other questions. There were not. Mr. Smith asked if anyone would like to speak in favor of this proposal? There were none. Mr. Smith asked if anyone would like to speak in opposition to this proposal? There were not. The public hearing was closed.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 008-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. DERMOTT, MR. RAMSOUR, AND MS. BRUECKNER-SEARS VOTING "AYE"; AND MR. BROWN VOTING NEY (6 IN FAVOR, 1 NEY).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Rezoning

CASE 008-17 A request to rezone from R-1 (Single Family Residential) to R-2 (Two-Family Residential) for the construction of a residential duplex.

LOCATION 2530 South Picher Avenue.

APPLICANT JD&K Associates.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	58 x 139 sq ft

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-O-PD	R-2
Land Use	Single-Family Residential	Single-Family Residential	Non-Retail Commercial	Residential Duplex

FUTURE LAND USE

This area is designated as future retail/commercial in the City of Joplin's future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	100'
Picher Avenue	Secondary	60'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run through the alley directly west of this property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future retail/commercial development in the Future Land Use map of the Comprehensive Plan. Although the requested zoning is not to a commercial designation, staff believes that a moderate-density residential zoning would provide a buffer between single-family housing and the 26th Street corridor.

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

Currently, part of this site is zoned R-1 and does not accommodate a duplex. It must be rezoned to R-2, Two-Family Residential, to construct a duplex.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. This neighborhood has housing ranging from single-family residential to multi-family residential mixed throughout.

DISCUSSION

This property consists of an 8,062 square foot lot located at 2530 South Picher Avenue. This site is currently zoned for single-family residential development, but is located in the 26th Street future commercial/retail corridor. Although the requested zoning is not a commercial designation, staff believes that a moderate-density residential zoning would provide a buffer between single-family housing and the 26th Street corridor.

Additionally, the lots along 26th Street to the west of this property are zoned for either two-family or multi-family residential development (see photo below). A duplex would not be out of character for this area of the neighborhood. The proposed duplex would face 26th Street and be similar in construction to the duplex constructed at 1136 West 26th, directly south of this property (see attached photos).

Staff recommends approval of Case 008-17.

ATTACHMENTS

- Application
- Map

PHOTO


W 25TH ST
S ANNIE BAXTER AVE
S EMPIRE AVE
S PICHER AVE
W 26TH ST
R1
R2
R3
2501
2504
2508
2509
2510
2511
2512
2513
2514
2515
2516
2522
2526
2528
2530

P & Z Case 008-17
JD&K Associates
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2530 Picher Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District R-2:

ALL OF LOT ONE-HUNDRED AND SIXTY-TWO (162) OF THE COMMERCIAL CLUB'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-256
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 abstained"

SUMMARY/REQUEST:
Case 008-17: 2530 Picher Avenue - A request to rezone from R-1 (Single Family Residential) to R-2 (Two-Family Residential) for the construction of a residential duplex- JD&K Associates.

STAFF SUMMARY:

This property consists of an 8,062 square foot lot located at 2530 South Picher Avenue. This site is currently zoned for single-family residential development, but is located in the 26th Street future commercial/retail corridor. Although the requested zoning is not a commercial designation, staff believes that a moderate-density residential zoning would provide a buffer between single-family housing and the 26th Street corridor.

Additionally, the lots along 26th Street to the west of this property are zoned for either two-family or multi-family residential development (see photo below). A duplex would not be out of character for this area of the neighborhood. The proposed duplex would face 26th Street and be similar in construction to the duplex constructed at 1136 West 26th, directly south of this property (see attached photos).

Staff recommends approval of Case 008-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Curtis King, 3900 County Lane 272, Joplin, MO, is one of the three partners that owns this parcel and is requesting rezoning this lot for a duplex. He is seeing increased demand for smaller units for renters, including future medical school students looking for more affordable places to live. There are duplexes in the area and this duplex fits in with the neighborhood.

Mr. Cortez asked if the frontage of the duplexes will be on Picher or 26th Street? Mr. King stated the address is Picher but the duplex will face 26th Street.

Mr. Cortez asked about the garages, single, double or none at all? Mr. King stated they are not planning on garages.

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Mr. Duncan asked if Mr. King owned the lot to the west on the other end of the block. Mr. King does not own that piece of property.

Mr. Duncan stated that we have some written protest petitions for that case. Mr. Smith asked Commissioners if everyone has had a change to read through them.

Mr. Ramsour asked Ms. Cunningham if duplexes right on 26th Street fit in with the post tornado plan.

Mr. Bolander stated it is a mixed of use along that corridor. There are existing duplexes in that area.

PUBLIC COMMENT: None.



Case 008-17: 2530 Picher Avenue – A request to rezone from R-1 (Single Family Residential) to R-2 (Two-Family Residential) for the construction of a residential duplex – JD&K Associates.

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-257
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended Tabled by a vote of "6 in favor, 1 abstained"

SUMMARY/REQUEST:
Case 009-17: Southwest Corner of South Even Avenue and West 26th Street-A request to rezone from R-1 (Single Family Residential) to R-1-PD (Planned Development Single-Family Residential) for the construction of a single family residential development – Schuber Mitchell Homes.

STAFF SUMMARY:
The request is for approximately 13 acres west of the Cedar Ridge subdivision. Schuber Mitchell Homes would like to develop a higher density single-family residential subdivision to provide smaller lot sizes and yards that require less maintenance. These lots would be 50' in width with a front yard setback of 15' and a rear yard setback of 20'. This request includes land in the final plat submitted for Cedar Point Plat 1 (Case 007-17) in addition to land that has not been platted to the west. While the lot sizes of this development are smaller than a typical single-family residential subdivision, this rezoning request provides a buffer to the south and east comprised of typically sized lots that are 65' in width with 25' front and rear yard setbacks.

Staff recommends approval of Case 009-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that is a rezoning request for a portion of Case 007-17's sub-division. The PD designation will allow Schuber Mitchell homes to plat some smaller lots. On the east and south sides, there will be standard sized lots. Schuber Mitchell is requesting a PD to create 50-foot lots inside of the subdivision to allow for some smaller yard and home sizes. Previously this conceptual plan showed a culdesac on the west side, but Schuber Mitchell would like to put in an additional street. The turn radii were also redone to meet current fire code standards.

Mr. Duncan asked where that street will be because the map still shows the cul-de-sac.

Mr. Hogan stated the original plan the cul-de-sac on the west side did not include the eastbound street. So, West 28th Street off South Evens goes to the cul-de-sac and then you can turn and it is Asa Lane off the cul-de-sac to West 27th Place.

Mr. Smith asked where the Railroad Tracks are on the map. Mr. Hogan stated they were on the north side.

PUBLIC COMMENT:
Speaking in favor of this case is Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City MO, stated the requested smaller lots would be inside of the dark boundary line shown on the attached map. It will be all single-family residential homes. Mr. Mitchell said he wanted to apologize publicly with the insinuation that property was less valuable along the railroad track.

Mr. Ramsour asked for clarification that the minimum lot size in the Zoning Code is 65 feet and this vote is to allow some lots to be 50 feet wide.

Mr. Bolander stated that the commission was not approving the lot size right now. The commission is approving a rezoning to a Planned Development that would allow for smaller lot sizes. However, if it is re-zoned to a PD, the commission would still have to approve the preliminary and final plat with smaller lot sizes.

Mr. Mitchell stated that he was speaking with some of the neighbors and he will present a set of private covenants to them.

Mr. Duncan asked what the ratio of 50 ft to 65 ft lots was?

Mr. Mitchell stated that there was a variety and the final number would not be set until they came back with the preliminary and final plats.

Speaking against the case is Mark Peron, 4523 W. 26th Place, Joplin, MO, stated that Schuber Mitchell is requesting to change this land to a Planned Development, which allows them to make a series of changes later. The staff has said that they could come back with a change to the lot size, but there are eight (8) or nine (9) other things that can be altered under a PD designation. Mr. Peron also stated that if the houses were not going to decrease the property value of other homes, there would be no need for a buffer zone like Schuber Mitchell is proposing. He also requested that all previous comments regarding Case 007-17 be incorporated here as well.

Mr. Bolander stated that the lot sizes have not been determined and suggested that the neighborhood work with Schuber Mitchell to resolve some of the issues that have been brought up at this meeting. The neighborhood will be notified again when the preliminary and final plats are submitted to change any lot sizes. Until those plats are approved, the minimum standard is 65' in width.

Mr. Peron stated again that a Planned Development could allow more changes than just lot size.

Mr. Smith asked if there were any more questions for Mr. Peron? There were not.

Nancy Pataso, 4222 W 26th Place, Joplin, MO, requested that the rezoning be tabled so that the neighborhood could work with Schuber Mitchell on the proposed development standards.

Paul Fleming, 4442 W 27th Place, Joplin, MO, stated that when there are small lots, especially with duplexes and apartments, crime in the neighborhood goes up. He is concerned that many of these homes will become rentals which could also cause increased crime.

Bonnie Morris, 3507 W. 28th Place, Joplin, MO, stated that she and her husband walk every day and there are no sidewalks and with more traffic it will be less safe for them.

Case 009-17: Southwest Corner of South Even Avenue and West 26th Place – A request to rezone from R-1 (Signal Family Residential) to R-1-PD (Planned Single-Family Residential Development) for the construction of a of a single family residential development – Schuber Mitchell Homes.

Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that is a rezoning request for a portion of Case 007-17's sub-division. The PD designation will allow Schuber Mitchell homes to plat some smaller lots. On the east and south sides, there will be standard sized lots. Schuber Mitchell is requesting a PD to create 50-foot lots inside of the subdivision to allow for some smaller yard and home sizes. Previously this conceptual plan showed a culdesac on the west side, but Schuber Mitchell would like to put in an additional street. The turn radii were also redone to meet current fire code standards.

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Mr. Smith asked where the Railroad Tracks are on the map. Mr. Hogan stated they were on the north side.

Mr. Smith asked if there were any more questions for Mr. Hogan. There were not. Mr. Smith asked if there was anyone present that would like to speak in favor of this case.

Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City MO, stated the requested smaller lots would be inside of the dark boundary line shown on the attached map. It will be all single-family residential homes. Mr. Mitchell said he wanted to apologize publicly with the insinuation that property was less valuable along the railroad track.

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Mr. Bolander stated that the commission was not approving the lot size right now. The commission is approving a rezoning to a Planned Development that would allow for smaller lot sizes. However, if it is re-zoned to a PD, the commission would still have to approve the preliminary and final plat with smaller lot sizes.

Mr. Mitchell stated that he was speaking with some of the neighbors and he will present a set of private covenants to them.

Mr. Duncan asked what the ratio of 50 ft to 65 ft lots was?

Mr. Mitchell stated that there was a variety and the final number would not be set until they came back with the preliminary and final plats.

Mr. Ramsour stated he will abstain.

Mr. Smith asked if there was anyone else would like to speak in favor of this Proposal? There were none. Mr. Smith asked if there was anyone present that would like to speak in opposition to this proposal?

Mark Peron, 4523 W. 26th Place, Joplin, MO, stated that Schuber Mitchell is requesting to change this land to a Planned Development, which allows them to make a series of changes later. The staff has said that they could come back with a change to the lot size, but there are eight (8) or nine (9) other things that can be altered under a PD designation. Mr. Peron also stated that if the houses were not going to decrease the property value of other homes, there would be no need for a buffer zone like Schuber Mitchell is proposing. He also requested that all previous comments regarding Case 007-17 be incorporated here as well.

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Mr. Peron stated again that a Planned Development could allow more changes than just lot size.

Mr. Smith asked if there were any more questions for Mr. Peron? There were not.

Nancy Pataso, 4222 W 26th Place, Joplin, MO, requested that the rezoning be tabled so that the neighborhood could work with Schuber Mitchell on the proposed development standards.

Paul Fleming, 4442 W 27th Place, Joplin, MO, stated that when there are small lots, especially with duplexes and apartments, crime in the neighborhood goes up. He is concerned that many of these homes will become rentals which could also cause increased crime.

Bonnie Morris, 3507 W. 28th Place, Joplin, MO, stated that she and her husband walk every day and there are no sidewalks and with more traffic it will be less safe for them.

Mr. Smith asked if there was anyone else that would like to speak in opposition to this request? There were none. Mr. Smith closed the public hearing.

Mr. Duncan asked if Schuber Mitchell wanted to address the commission with anymore comments. Mr. Mitchell stated that the development would contain quality housing that would not decrease property values and would provide a good mix of lot sizes.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT REZONING FOR CASE 009-17 BE TABLED UNTIL THE MAY 8, 2017 PLANNING AND ZONING MEETING. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE"; AND WITH MR. RAMSOUR ABSTAINED (6 IN FAVOR, 1 ABSTAIN).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Rezoning

CASE 009-17 A request to rezone from R-1 to R-1-PD for the construction of a single family residential development

LOCATION Southwest Corner of South Even Avenue and West 26th Place

APPLICANT Schuber Mitchell Homes.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	13.1 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	R-1	R-1	N/A
Land Use	Jasper County	Single-Family Residential	Single-Family Residential	Jasper County

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
South Lois Lane	Secondary	50'
Future West 27th Place	N/A	50'
Future Asa Lane	N/A	50'
Future West 27th Street	N/A	50'
Future West 26th Street	N/A	50'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run through the alley directly west of this property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future low-density residential in the Future Land Use map of the Comprehensive Plan. The smaller lot sizes proposed in the Planned Development District are allowed in the Subdivision Regulations to provide diverse housing options in the City of Joplin.

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

Currently, part of this site is zoned R-1 and does not accommodate the smaller lot sizes and setback requirements proposed in this Planned Development. Rezoning to a PD is required.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

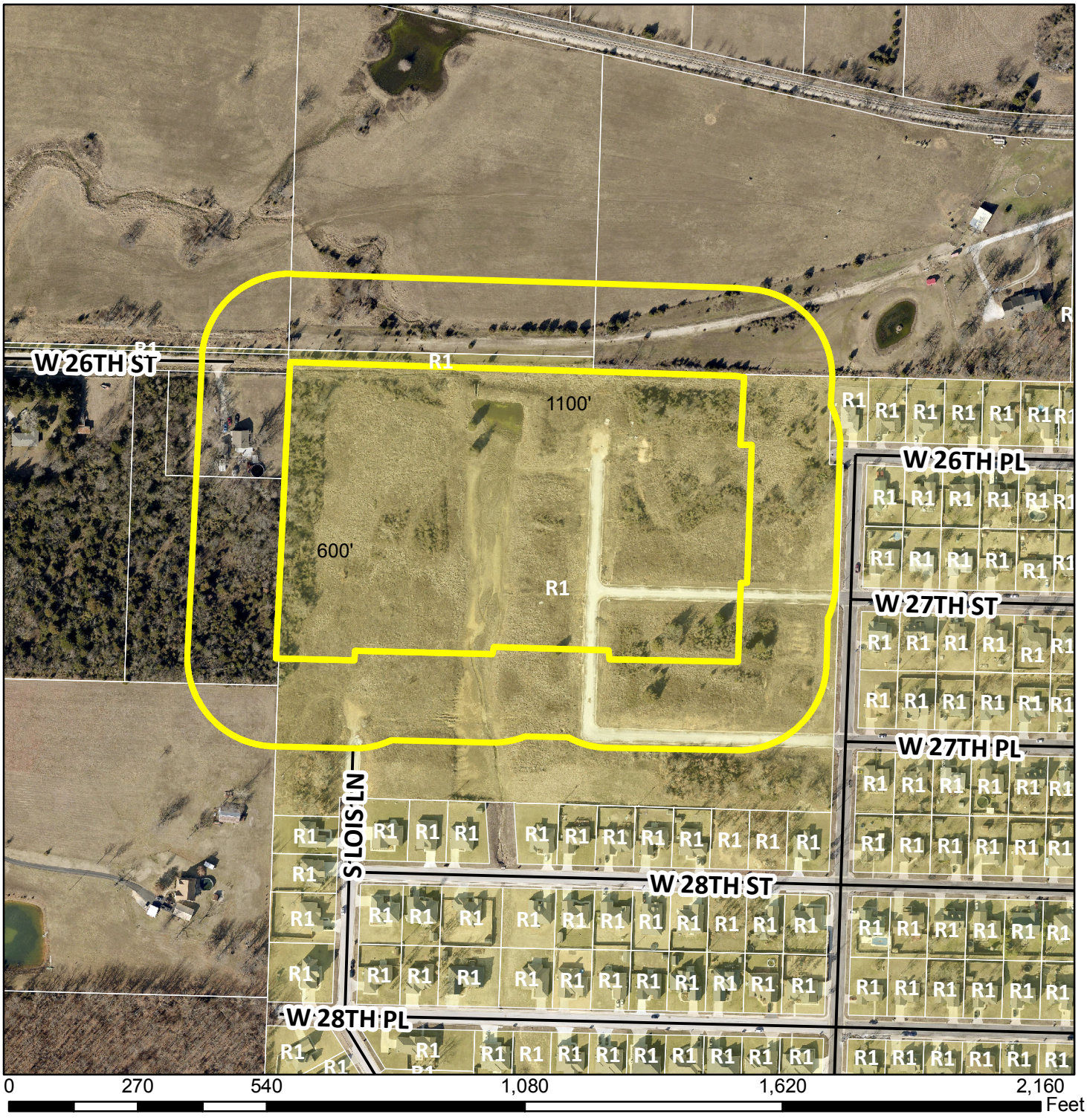
This zoning change should not detrimentally affect nearby property. The smaller, 50 foot residential lots will be buffered to the south and the east by 65 foot lots sized for a typical single-family residential development.

DISCUSSION

This rezoning request is for approximately 13 acres west of the Cedar Ridge subdivision. Schuber Mitchell Homes would like to develop a higher density single-family residential subdivision to provide smaller lot sizes and yards that require less maintenance. These lots would be 50’ in width with a front yard setback of 15’ and a rear yard setback of 20’. The Woodlands development in Wildwood Ranch has similar lot sizes and setback lines and is being constructed by Schuber Mitchell as well. This request includes land in the final plat submitted for Cedar Point Plat 1 (Case 007-17) in addition to land that has not been platted to the west. If this rezoning request is approved, Schuber Mitchell will submit another plat to accommodate the new lots as well as changes to existing lots in Cedar Point Plat 1.

While the lot sizes of this development are smaller than a typical single-family residential subdivision, this rezoning request provides a buffer to the south and east comprised of typically sized lots that are 65’ in width with 25’ front and rear yard setbacks. This rezoning request would allow a broader range of housing choices. Because Schuber Mitchell is developing the entire subdivision, smaller lot sizes would blend in with the rest of the neighborhood.

Staff recommends approval of Case 009-17.



Case 009-17: Southwest Corner of South Even Avenue and West 26th Place – A request to rezone from R-1 to R-1-PD for the construction of a single family residential development – Schuber Mitchell Homes.

N

P & Z Case 009-17
Schuber Mitchell Homes
(P & Z Recommended Tabled)

COUNCIL BILL NO. 2017-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-PD property as described below and located Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District R-1-PD:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 88°30'54" WEST, 196.55 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 1°14'51" WEST, 125.92 FEET; THENCE SOUTH 88°45'09" EAST, 11.08 FEET; THENCE SOUTH 1°14'51" WEST, 299.38 FEET; THENCE NORTH 88°47'19" WEST, 3.28 FEET; THENCE SOUTH 1°14'51" WEST, 171.36 FEET; THENCE NORTH 88°47'19" WEST, 278.85 FEET; THENCE NORTH 1°59'19" EAST, 6.03 FEET; THENCE NORTH 88°47'25" WEST, 255.11 FEET; THENCE SOUTH 1°24'49" WEST, 7.38 FEET; THENCE NORTH 88°34'30" WEST, 284.73 FEET; THENCE SOUTH 1°57'08" WEST, 8.14 FEET; THENCE NORTH 88°02'52" WEST, 137.25 FEET; THENCE NORTH 1°38'01" EAST, 607.86 FEET; THENCE SOUTH 88°30'54" EAST, 944.09 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 13.1 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 010-17: 27th Street between McCoy Avenue and Cunningham Avenue - A request for the vacation of a 50' street easement – Memorial Hills L.P.

Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that this is the affordable senior housing project just south of 26th and Maiden Lane. This easement vacation is to allow the development to consolidate the lots into one large parcel. The attached development plan shows walking trails and green space all the way around the development. The utility easement would be left intact without any building on top of it. Additionally, there were plans submitted for a firetruck turnaround off Cunningham Avenue to ensure fire protection.

Mr. Smith asked if there were any questions for Mr. Hogan. There were not. He also asked if there was anyone to speak in favor of this proposal. There were none. Mr. Smith asked if there was anyone in the audience that would like to speak in opposition to this proposal? There were none. Mr. Smith closed the public hearing.

Mr. Duncan stated that this was past JRC property and being a past member and chair of that committee he abstained.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT REZONING FOR CASE 010-17 BE FORWARDED TO CITY COUNCIL FOR RECOMMENDATION OF APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. RAMSOUR, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE"; AND WITH MR. DUNCAN ABSTAINED (6 IN FAVOR, 1 ABSTAIN).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Vacation

CASE 010-17 A request for the vacation of a 50' street easement

APPLICANT Memorial Hills, L.P.

REPRESENTATIVE Jerrod Hogan, Anderson Engineering

LOCATION 27th Street between McCoy Avenue and Cunningham Avenue

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	50' x 280'

REASON FOR VACATION

The applicant is requesting the vacation of 27th Street between McCoy Avenue and Cunningham Avenue to construct a senior housing development.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? N/A

DISCUSSION

This vacation request is for the 27th Street right-of-way easement located between Cunningham Avenue and McCoy Avenue. This request would vacate the public access street easement but the utility easement would remain intact. The utilities located within the easement will remain in place in the open space of this development. No building will be constructed on top of the utilities and utility companies will retain access.

Staff recommends approval of Case 010-17.

ENCLOSURES

- Application
- Vacation Sketch

P & Z Case 010-17
Memorial Hills, L.P.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-258 ORDINANCE NO.

AN ORDINANCE providing for the vacation of 50' public right-of-way easement located 27th Street between Cunningham Avenue and McCoy Avenue, 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 all that part of 50'public right-of-way being located 27th Street between Cunningham Avenue and McCoy Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF THE FIFTY (50) FOOT RIGHT-OF-WAY OF 27TH STREET AS PLATTED IN RICHARD J. JOSEPH'S SUBDIVISION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS LYING NORTH OF AND ADJACENT TO LOT FIVE (5) IN SAID SUBDIVISION, BEING EAST OF THE EAST RIGHT-OF-WAY LINE OF CUNNINGHAM AVENUE, AND WEST OF THE WEST RIGHT-OF-WAY LINE OF MCCOY AVENUE.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-258
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 abstained"

SUMMARY/REQUEST:

Case 010-17: 27th Street between Cunningham Avenue and McCoy Avenue - A request to vacation a 50' public right of way easement for the construction of a Senior Living Center – Memorial Hills, L.P.

STAFF SUMMARY:
This request would vacate the public access street easement but the utility easement would remain intact. The utilities located within the easement will remain in place in the open space of this development.

Staff recommends approval of Case 010-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that this is the affordable senior housing project just south of 26th and Maiden Lane. This easement vacation is to allow the development to consolidate the lots into one large parcel. The attached development plan shows walking trails and green space all the way around the development. The utility easement would be left intact without any building on top of it. Additionally, there were plans submitted for a firetruck turnaround off Cunningham Avenue to ensure fire protection.

Mr. Smith asked if there were any questions for Mr. Hogan. There were not.

PUBLIC COMMENT: None.



Case 010-17: 27th Street between Cunningham Avenue and McCoy Avenue – A request to vacate a 50’ public right of way easement for the construction of a Senior Living Center – Memorial Hills, L.P.



Case 011-17: 27th Street between McCoy Avenue and McCoy Avenue - A request to rezone from C-O-PD (Planned Non-Retail Commercial District) to R-3 (Multi-Family Residential) for the construction of a Senior Housing Facility – Memorial Hills, L.P.

Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that they are planning a three (3) story multi-family Senior Housing Facility, MHDC project. Plans will be submitted later as required by City staff. The rezone is to clean up the area and fit the land use.

Mr. Smith asked if there were any questions for Mr. Hogan? There were none. He also asked if there was anyone to speak in favor of this proposal. There were none. Anyone to speak against this proposal? There were none. Mr. Smith closed the public hearing.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT REZONING FOR CASE 011-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION OF APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. RAMSOUR, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE"; AND WITH MR. DUNCAN ABSTAINED (6 IN FAVOR, 1 ABSTAIN).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Rezoning

CASE 011-17 A request to rezone from C-O-PD (Planned Non-Retail Commercial District) to R-3 (Multi-Family Residential) for the construction of a senior housing facility.

LOCATION Southwest Corner of 26th Street and McCoy Avenue

APPLICANT Memorial Hills, L.P.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O-PD	Undeveloped	4.2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1-PD	C-1	C-O-PD	C-O-PD
Land Use	Commercial	Undeveloped	Undeveloped	Commercial

FUTURE LAND USE

This site is designated as Office/Institutional in the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	100’
McCoy Avenue	Secondary	50’
Cunningham Avenue	Secondary	50’
27th Street	Secondary	50’

UTILITIES Yes. Utilities – including sanitary sewer – run along 26th street.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This multi-family residential development would be appropriate for the mixed-use area along 26th Street. The development incorporates green space, landscaping, and a walking trail for residents that reflects the goals and vision of the 2012 Comprehensive Plan.

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

Multi-family residential structures are allowed in a C-O zoning designation. However, the height of the structure is restricted to 30 feet or 2 stories. This property must be rezoned to allow for a 3-story apartment building.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. This is a mixed-use area with both commercial and residential zoning designations.

DISCUSSION

This property consists of approximately 4.2 acres located between McCoy Avenue and Cunningham Avenue south of 26th Street. The proposed development consists of a 54-unit multifamily residential structure for senior citizens. The development includes a large greenspace with a walking trail for residents pending the vacation of 26th Street. There will be an entrance and exit onto McCoy Avenue. This is a Low-Income Housing Tax Credit project that would allow for affordable senior living.

26th Street is classified as a commercial corridor but has mixed-use development from Schifferdecker Avenue to Main Street. It features parks, low-intensity commercial businesses, moderate-density and high-density housing as well as single-family residential. This mixed-use character allows easier access and walkability for senior residents. Staff believes this development would fit in well with the characteristics of the neighborhood.

Staff recommends approval of Case 011-17.

ATTACHMENTS

- Application
- Map

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-259
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 abstained"

SUMMARY/REQUEST:

Case 011-17: Southwest corner of 27th Street and McCoy Avenue - A request to rezone from C-O-PD (Planned Non-Retail Commercial Development) to R-3 (Multi-Family Residential) for the construction of a Multi-Family Residential Development for Seniors – Memorial Hills, L.P.

STAFF SUMMARY:
This property consists of approximately 4.2 acres located between McCoy Avenue and Cunningham Avenue south of 26th Street. The proposed development consists of a 54-unit multifamily residential structure for senior citizens. The development includes a large greenspace with a walking trail for residents pending the vacation of 26th Street. There will be an entrance and exit onto McCoy Avenue. This is a Low-Income Housing Tax Credit project that would allow for affordable senior living.

26th Street is classified as a commercial corridor but has mixed-use development from Schifferdecker Avenue to Main Street. It features parks, low-intensity commercial businesses, moderate-density and high-density housing as well as single-family residential.

Staff recommends approval of Case 011-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that they are planning a three (3) story multi-family Senior Housing Facility, MHDC project. Plans will be submitted later as required by City staff. The rezone is to clean up the area and fit the land use.

Mr. Smith asked if there were any questions for Mr. Hogan? There were none

PUBLIC COMMENT: None.

P & Z Case 011-17
Memorial Hills, L.P.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-259 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O-PD and including in District R-3 property as described below and located Southwest Corner of 27th Street and McCoy Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-O-PD and including same in District R-3:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 88°30'54" WEST, 196.55 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 1°14'51" WEST, 125.92 FEET; THENCE SOUTH 88°45'09" EAST, 11.08 FEET; THENCE SOUTH 1°14'51" WEST, 299.38 FEET; THENCE NORTH 88°47'19" WEST, 3.28 FEET; THENCE SOUTH 1°14'51" WEST, 171.36 FEET; THENCE NORTH 88°47'19" WEST, 278.85 FEET; THENCE NORTH 1°59'19" EAST, 6.03 FEET; THENCE NORTH 88°47'25" WEST, 255.11 FEET; THENCE SOUTH 1°24'49" WEST, 7.38 FEET; THENCE NORTH 88°34'30" WEST, 284.73 FEET; THENCE SOUTH 1°57'08" WEST, 8.14 FEET; THENCE NORTH 88°02'52" WEST, 137.25 FEET; THENCE NORTH 1°38'01" EAST, 607.86 FEET; THENCE SOUTH 88°30'54" EAST, 944.09 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 13.1 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

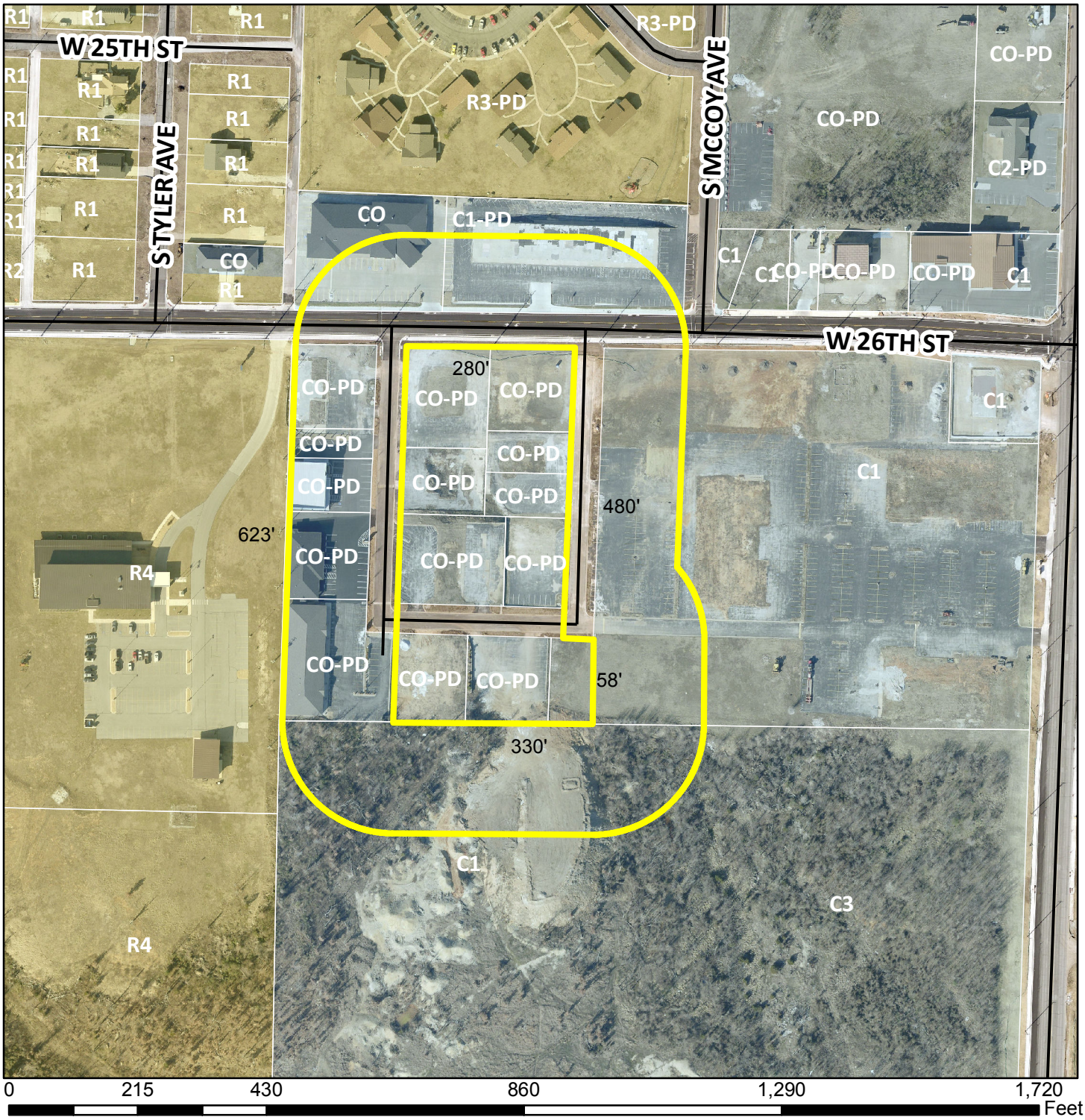
_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



Case 011-17: Southwest Corner of 27th Street and McCoy Avenue – A request to rezone from C-O-PD (Planned Non-Retail Commercial Development) to R-3 (Multi-Family Residential for the construction of a Multi-Family Residential Development for seniors – Memorial Hills, L.P.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-260
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended Stricken by a vote of "6 in favor."

SUMMARY/REQUEST:

Case 012-17: Southeast Corner of 44th Street and Indiana Avenue – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of a skilled nursing facility – Jayme Miller.

STAFF SUMMARY:
In January of 2017, the Planning and Zoning Commission approved a Site Plan Review for a skilled nursing facility on South Main Street. The developer has decided to relocate to this location at 44th and Indiana. However, after the rezoning submittal, the developer realized that more land was needed for this project than what was described. Therefore, the developer has requested that this item be stricken from the agenda so that they can submit a new legal description that encompasses the full extent of land required for this project.

Staff recommends striking Case 012-17 from the agenda

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Taylor Cunningham stated that this request be stricken from the agenda at the applicant's request.

PUBLIC COMMENT: None.

Case 012-17: Southwest corner of 44th Street and Indiana Avenue- A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the construction of a skilled nursing facility -Jayme Miller, Ball Ventures.

Ms. Taylor Cunningham stated that this request be stricken from the agenda at the applicant's request.

MR. DUNCAN MOVED, SECONDED BY MS. BRUECKNER-SEARS, THAT REZONING FOR CASE 012-17 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. RAMSOUR AND MR. SMITH VOTING "AYE"; AND WITH MR. DERMOTT AND MS. BRUECKNER-SEARS BEING ABSENT (6 IN FAVOR, 0 NEY'S).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Rezoning

CASE 012-17 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the construction of a skilled nursing facility

LOCATION Southeast corner of 44th Street and Indiana Avenue

APPLICANT Jayme Miller, ball Ventures

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	3.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-3	R-1/C-3
Land Use	Single-Family Residential	Single-Family Residential	Undeveloped Mercy Hospital	Residential Mercy Hospital

FUTURE LAND USE

This area is designated as low-density residential in the City of Joplin's future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
44th Street	Secondary	70'

UTILITIES Yes. Sanitary sewer runs through this site.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. Although this site is designated as future low-density residential, the character of this area has changed with the construction of Mercy Hospital. Additionally, the proposed development went through a Site Plan Review in January of this year and met all requirements of the 2012 Comprehensive Plan.

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

Currently, part of this site is zoned R-1 and does not accommodate a skilled nursing facility.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property due to the proximity of Mercy Park and I-44.

DISCUSSION

This rezoning request is for a 3.5-acre site that would house a Skilled Nursing Facility. In January of 2017, the Planning and Zoning Commission approved a Site Plan Review for a skilled nursing facility on South Main Street. The developer has decided to relocate to this location at 44th and Indiana. However, after the rezoning submittal, the developer realized that more land was needed for this project than what was described. Therefore the developer has requested that this item be stricken from the agenda so that they can submit a new legal description that encompasses the full extent of land required for this project.

Staff recommends striking Case 012-17 from the agenda.

ATTACHMENTS

- Application
- Map

PHOTO


W 25TH ST
S ANNIE BAXTER AVE
S EMPIRE AVE
S PICHER AVE
W 26TH ST
R1
R2
R3
2501
2504
2508
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2510
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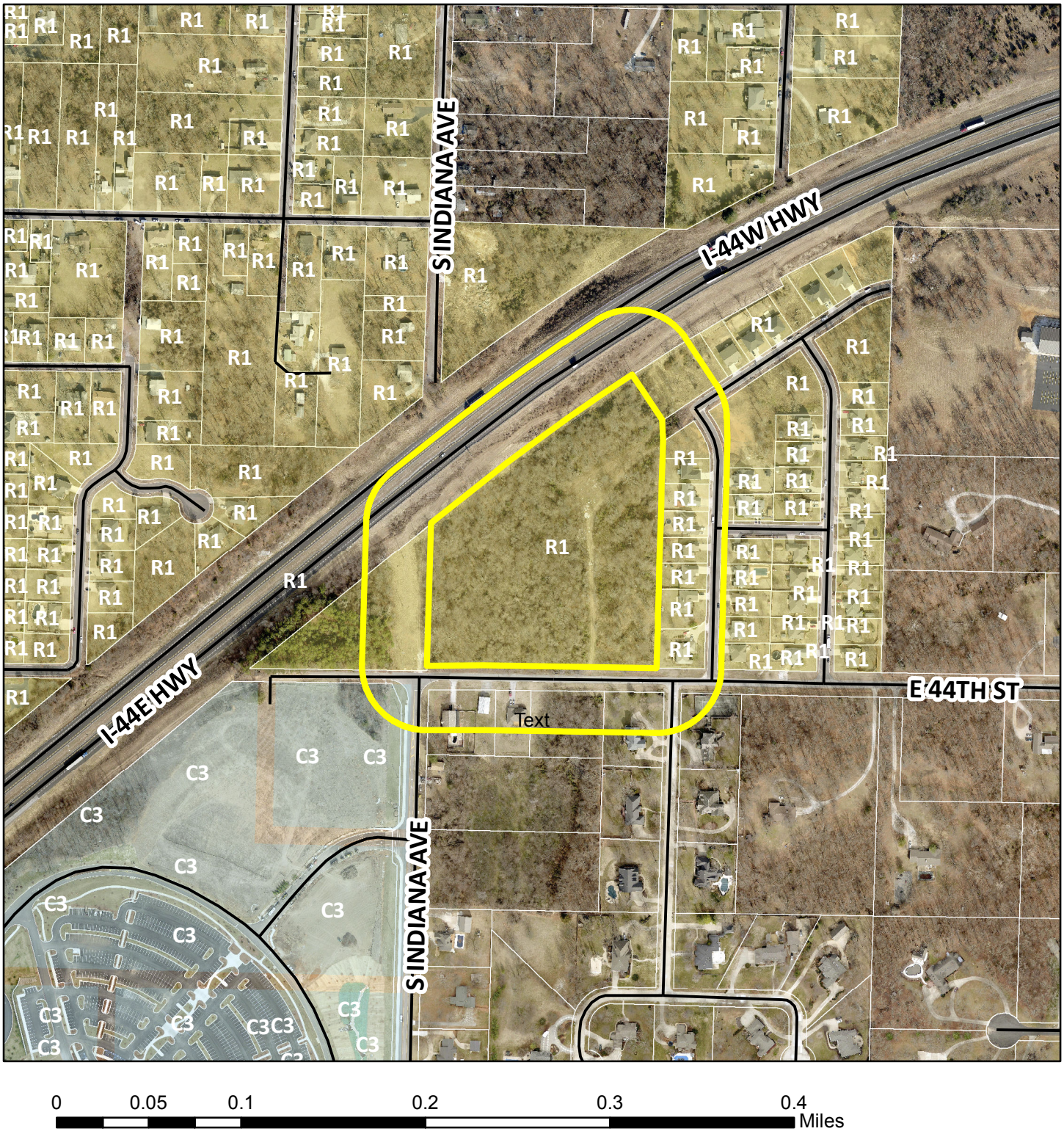

Case 012-17: Southeast Corner of 44th Street and Indiana Avenue – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of a skilled nursing facility – Jayme Miller.

P & Z Case 012-17
Jayme Miller
(P & Z Recommended Stricken)

COUNCIL BILL NO. 2017-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located Southeast Corner of 44th Street and Indiana Avenue in the City of Joplin, Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-1:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST, NEWTON COUNTY, MISSOURI DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 300 FEET; THENCE N88°56;01"E 510.29 FEET; THENCE S0°16'39"E 300 FEET TO THE SOUTH LINE OF SAID SW1/4SE1/4; THENCE S88°56'10"W 511.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.52 ACRES MORE OR LESS; SUBJECT TO THE RIGHT-OF-WAY OF 44TH STREET AND ANY EXISTING EASEMENTS.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES April 17, 2017

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Michael Seibert.

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. McCreary.

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean; Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Ryan Stanley, Phil Stinnett and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Proclamation to proclaim May 1, 2017 as Anti-Violence Day. Howie Nunnelly and Bubba Evansco were present to discuss and accept the Ant- Violence Day proclamation.

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS
Report of the 2016 Audit presented by Leslie Haase, Finance Director and Brian Holtz of Cochran, Head, Vick & Co.

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Hogelin told the council that she had received three additional requests in her office since the agenda had been sent out. They were from John and Suzanne Bowling 2926 S. Wall regarding the turf issue. Keith Carter, 529 E. Locust Street, Nevada Mo, regarding a police matter. Motion by Mr. Stanley, second by Mr. Shaw to allow our citizens to address council. Mr. and Mrs. Bowling, 2926 S. Wall both were for spending the tax money for other issues, on green space and debated whether it is a cost savings. Mrs. Bowling feels there should be more trails in Joplin.

Mr. Carter was not present now but later appeared and addressed Council at the end of the Emergency Ordinances.

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Shaw, second by Mr. Brown to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

Minutes of the March 3, 2017 Council Meeting

RESOLUTIONS

Mr. Stanley introduced RESOLUTION NO. 2017-005 - A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2017; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Ms. Colbert-Kean that Resolution No. 2017-005 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

ORDINANCES - EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2017-124 - AN ORDINANCE authorizing the City to enter into a Transportation Commission Cost Apportionment Agreement (7S3173) with the Missouri Highways and Transportation Commission for the reconstruction of the Connecticut Avenue Bridge over Interstate 44, in the City of Joplin; authorizing the City Manager to execute said Agreement for and on behalf of the City; and containing an emergency clause. Motion by Mr. West, second by Ms. Colbert-Kean that Council Bill No. 2017-124 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-059**

Mr. Brown introduced COUNCIL BILL NO. 2017-125- AN ORDINANCE approving the contract with D & E Plumbing, in the amount of Seven Million Four Hundred Eighty-Seven Thousand Two Hundred Fifteen and no/100DOLLARS ($7,487,215.00) for the 20th Street Improvement Project in the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2017-125 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-060**

Mr. Stanley introduced COUNCIL BILL NO. 2017-126 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-126 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-061**

Mr. Shaw introduced COUNCIL BILL NO. 2017 -127 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $30,000.00 (Thirty Thousand and no/100 Dollars) for the line relocation for the round-about at 32nd & Central City Road and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley that Council Bill No.

2017-127 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert- Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-062**

Mr. West introduced COUNCIL BILL NO. 2017-128 - AN ORDINANCE approving the City of Joplin to enter into a contract with Emery Sapp & Sons in the amount of One Million Two Hundred Forty Four Thousand Five Hundred Sixty Eight and 87/100 Dollars (1,244,568.87) for the 32nd Street and Central City Road Intersection Improvement Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-128 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-063**

Mr. Stanley introduced COUNCIL BILL NO. 2017-129 - AN approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. McCreary that Council Bill No. 2017-129 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-064**

Mrs. Lewis introduced COUNCIL BILL NO. 2017-367 - AN ORDINANCE approving the City of Joplin to enter into a contract with Emery Sapp & Sons in the amount of One Million Two Hundred Forty Four Thousand Five Hundred Sixty Eight and 87/100 Dollars (1,244,568.87) for the 32nd Street and Central City Road Intersection Improvement Project and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mrs. Lewis, second by Ms. Colbert-Kean that Council Bill No. 2017-367 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-065**

Mr. Stanley introduced COUNCIL BILL NO. 2017-368 - AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Agreement (MOA) with the Joplin Industrial Development Authority (JIDA) for the CDBG-DR funded Crossroads Industrial Park Phase II project; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2017-368 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-066**

Mr. West introduced COUNCIL BILL NO. 2017-369 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area and located at 905 Central in the City of Joplin, Missouri, for the amount of One Thousand Four Hundred Seventy Nine and 50/100 Dollars (1,479.50); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-369 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-067**

Mayor invited Mr. Keithlan Carter who had requested to address Council but arrived at the meeting late to go ahead and address Council. Mr. Carter of Nevada Missouri said he was being followed by two men in sheets that were outside his house. He said his tires had been slashed. Major Rowland of the JPD said one subject was wearing an ankle monitoring device. Another subject the ankle device had been removed. Mayor Seibert thanked Mr. Carter for coming to the meeting and hoped he could get some news that would help him out.

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
Citizens are invited to record a memory reflecting on the Joplin Public Library as their community resource as part of a celebration preparing for its upcoming new location to 20th & Connecticut. Staff are encouraging stories of library use by residents of all ages so they can commemorate their 35-plus years at the Main Street location. Times vary each day through Saturday, April 22nd to record your memory, so please check their Facebook page or their website at joplinpubliclibrary.org. This event is hosted by the Library and the Post Art Library. Please note – There will be a period of up two 2 weeks in May when the library will be closed so staff can facilitate the move to their new location at 20th & Connecticut. Specific dates will be announced later this week, after Library staff meet with the movers to confirm their move.

If our residents like fireworks, then they'll want to mark Saturday April 29th on their calendar. A fireworks company will be conducting their annual demonstration for their wholesale customers at Joe Becker Stadium this year. The company will have a designated seating section inside for their guests but invites the public to come fill the rest of the stadium and enjoy the fireworks as well.

The event runs from 8 to 10:45 p.m. on Saturday, April 29th, and will conclude with a 30 minute musically choreographed display show.

Staring in May, JoMo Junkin', a type of swap meet, will be held at the Joplin Memorial Hall parking lot on the first Saturday of each month. Parks and Recreation is hosting this program and is currently searching for vendors to participate in JoMo Junkin'! To get more information about being a vendor go to Joplin Parks& Rec Facebook page or their website at joplinparks.org

Just a reminder – you still have time to get your papers together for the FREE Shredding

Service Event in Celebration of Earth Day. Held for Joplin residents from 10 a.m. to 2 p.m. on Saturday, April 22nd at the Joplin Recycling Center, it is sponsored by the Joplin Recycling Center and Joplin Police Department.

For details on these events and other activities, please go to our website, joplinmo.org

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Ms. Colbert-Kean to go in closed session. Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 8:33p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

Case 007-17: Southwest Corner of South Even Avenue and West 26th Place – A request to Review the Final Plat of Cedar Point for the construction of a single family residential development – Schuber Mitchell Homes.

Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that Anderson Engineering has done the design on this project. Mr. Dan Mitchell from Schuber Mitchell Homes was there also to answer any questions. Mr. Hogan stated that this is a submission for a final plat for Cedar Ridge Sub-division, Phase II. He clarified that the multi-family rezoning also on the agenda is not part of the Cedar Ridge proposal. All infrastructure plans have been reviewed by City staff. The streets for this parcel were cut in around 15 years ago but remained unfinished. Schuber Mitchell has purchased the parcel and intends to pick up where those plans left off.

Mr. Smith asked if there were any questions for Mr. Hogan?

Mr. Duncan asked what the width of the lots were. Mr. Hogan stated that on average they are 65 feet wide, but there are some 80-foot lots along Evens Avenue.

Mr. Smith asked if there was anyone there that would like to speak in favor of this proposal? Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City, MO, made himself available for questions from the Commissioners. Mr. Mitchell stated that smaller lot widths are suitable for how Schuber Mitchell orients their homes.

Mr. Duncan asked if there were any lots less than 65 feet wide? Mr. Mitchell stated on this final plat all lots were at least 65 feet in width.

Mr. Cortez asked if Schuber Mitchell had purchased the property. Mr. Mitchell stated they have purchased the property.

Mr. Smith asked if there were any other questions for Mr. Mitchell. There were not. Mr. Smith asked if anyone here to speak against this proposal.

Harvey Hutchinson, 4512 W. 27th Place, Joplin, MO, asked if this zoning designation could allow multi-family development in the future and what the minimum home sizes in the City of Joplin were. Mr. Troy Bolander said that it could not be used for multi-family in the future and the City of Joplin does not have minimum home size requirements. Minimum square footage requirements are typically covered under private covenants recorded by the developer. The City requires new lots to be a minimum of 65 feet in width.

Daniel Stadler, 2802 S. Lois Lane, Joplin, MO, stated that if the lots are smaller than existing Cedar Ridge lots, the property value of current residents' homes will fall. He stated that it is not reasonable to ask current residents of Cedar Ridge to effectively subsidize the extension of that value by excepting lower property values.

Mr. Duncan asked what the current widths of the lots where he lives in? Mr. Stadler stated it was 80 feet.

Ms. Cunningham wanted to clarify that the final plat is separate from the rezoning. This is just for the subdivision plat.

Katherin Newkirk, 4614 W. 28th Place, stated that her concern is the size of the houses being constructed and the lot size.

Jerry Genell, 4207 W. 27th, stated that he does not have a problem with Schuber-Mitchell building but thinks the new development should be compatible with the neighborhood.

Mr. Smith asked if anyone else had anything to say besides the lot size and house size?

Tera Miller, 4401 W. 27th Street, stated that her concern was for the integrity of the neighborhood. Currently there is only one park in the Cedar Ridge sub-division but is over-used. There are also issues with sidewalk access. The contractors working to clear out the lots worked late at night and played loud music. Cedar Ridge is a quiet neighborhood and the integrity of its character should be maintained.

Mike Tatum, 4615 W. 28th Place, stated that there were covenants in place with minimum square footage requirements. Building smaller houses in Cedar Ridge will have an adverse effect on property values.

Mr. Ramsour abstained on Case 008-17. His brother owns the property to the North of this sub-division.

Mr. Duncan stated that the Planning and Zoning Commission's role was not to regulate the size of houses and asked staff to confirm. Mr. Bolander stated that was correct. That is typically regulated by private covenants.

Mr. Mitchell stated that the new Cedar Point development would be like The Woodlands development in Wildwood Ranch. There was a Planned Development for that neighborhood with homes that range from 1200 up 2000 square feet. The average home is 1700 square feet with an all brick exterior. The average sale price is $171,000. The homes typically don't drive down property value. Schuber Mitchell builds homes that customers ask for. The market dictates home size.

Mr. Smith stated the Commission has no jurisdiction over the size of the homes and cannot require a larger lot size than the minimum city requirement. He encouraged the residents to attend the City Council meeting on May 1st to voice their opinions their too.

Brian Evans, 4308 W. 28th Place, Joplin, MO, stated that he did not want to see property values decrease.

Mark Peron, 4523 W. 26th Place, Joplin, MO, stated that he lives at the northwest corner near the railroad tracks. He disagreed that Schuber-Mitchell should build smaller homes because the property near the railroad tracks had less value.

John Boyd, 3010 S. Ashwood Avenue, Joplin, MO, states that his concern is with the infrastructure that is going to be impacted by increased traffic. He wanted to know how the streets would be maintained with increased use.

Paul Fleming, 4442 W 27th Place, Joplin, MO, expressed concerns that more housing could cause more devastation in the event of a natural disaster like the May 2011 tornado. His house was damaged during this event and he wants to prevent higher density development that could amplify destruction if another event like that occurred.

Mr. Smith asked if there were any more questions? There were none.

MR. CORTEZ MOVED, SECONDED BY MR. DUNCAN, THAT CASE 007-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE"; AND WITH MR. RAMSOUR ABSTAINED (6 IN FAVOR, 1 ABSTAIN).

Z&P Meeting: April 10, 2017
City Council Meeting: May 1, 2017

STAFF PLANNING REPORT
Final Plat

CASE 007-17 Final Plat review

NAME OF SUBDIVISION Cedar Point

LOCATION Southeast Corner of 26th Place and South Even Avenue

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-2, Two-Family Residential

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	N/A	R-1	R-1	N/A
Land Use	Jasper County	Residential	Residential	Jasper County

SUBDIVISION

Number of lots
55

TRANSPORTATION

Streets with access	Classification	Right-of-way width
South Evens Avenue	Secondary	50’
Future 26th Place	N/A	N/A
Future 27th Street	N/A	N/A
Future 27th Place	N/A	N/A

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD? No.

UTILITIES	Sanitary sewer already exists in the subdivision. Utilities will be added and extended in future right of way.
FLOOD PLAIN	N/A

STAFF ANALYSIS

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

Yes.

DISCUSSION

This final plat approval is for Cedar Point Plat 1. This addition will be a 55-lot single-family residential subdivision at the Southwest Corner of South Even Avenue and 26th Place, located just west of the Cedar Ridge neighborhood. The preliminary plat for this subdivision was originally approved in 2006 but was never constructed. Schuber Mitchell Homes purchased the land and would like to create a 55-lot residential These lots meet the standards of the City of Joplin Subdivision Regulations. Additionally, infrastructure plans for this subdivision have been submitted to the City of Joplin for review and approval.

Staff recommends approval of Case 007-17.

ENCLOSURES

Final Plat

P & Z Case 007-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-255 ORDINANCE NO.

AN ORDINANCE establishing grands and accepting the Plat of CEDAR POINT SUBDIVISION PLAT located Southwest Corner of South Even Avenue and West 26th Place, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of CEDAR POINT SUBDIVISION located on the Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2405, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 18, AT PAGE 32; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 01°57'08" WEST, 175.00 FEET; THENCE SOUTH 88°30'54" EAST, 30.00 FEET; THENCE SOUTH 01°57'08" WEST, 725.00 FEET TO THE NORTHEAST CORNER OF CEDAR RIDGE PLAT 6, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°30'54" WEST, 688.75 FEET; THENCE LEAVING THE NORTH LINE OF SAID SUBDIVISION, NORTH 1°14’51” EAST, 124.73 FEET; THENCE 20.58 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 2766.80 FEET, HAVING A CHORD BEARING SOUTH 89°08’00” EAST, 20.58 FEET; THENCE NORTH 1°14’51” EAST, 183.05 FEET; THENCE NORTH 88°31’40” WEST, 73.41 FEET; THENCE NORTH 1°14’51” EAST, 592.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE ALONG SAID NORTH LINE, SOUTH 88°30’54” EAST, 722.65 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.86 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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 statues of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such

plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Item: COUNCIL BILL NO. 2017-255
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-255
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/10/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 007-17: A request to rezone review the Final Plat of Cedar Point for the construction of a single family residential development.

STAFF SUMMARY:
This final plat approval is for Cedar Point Plat 1. This addition will be a 55-lot single-family residential subdivision at the Southwest Corner of South Even Avenue and 26th Place, located just west of the Cedar Ridge neighborhood. The preliminary plat for this subdivision was originally approved in 2006 but was never constructed. Schuber Mitchell Homes purchased the land and would like to create a 55-lot residential These lots meet the standards of the City of Joplin Subdivision Regulations. Additionally, infrastructure plans for this subdivision have been submitted to the City of Joplin for review and approval.

Staff recommends approval of Case 007-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 E. 3rd Street, Joplin, MO, stated that Anderson Engineering has done the design on this project. Mr. Dan Mitchell from Schuber Mitchell Homes was there also to answer any questions. Mr. Hogan stated that this is a submission for a final plat for Cedar Ridge Sub-division, Phase II. He clarified that the multi-family rezoning also on the agenda is not part of the Cedar Ridge proposal. All infrastructure plans have been reviewed by City staff. The streets for this parcel were cut in around 15 years ago but remained unfinished. Schuber Mitchell has purchased the parcel and intends to pick up where those plans left off.

Mr. Smith asked if there were any questions for Mr. Hogan?

Mr. Duncan asked what the width of the lots were. Mr. Hogan stated that on average they are 65 feet wide, but there are some 80-foot lots along Evens Avenue.

PUBLIC COMMENT:
Speaking in favor of this proposal is Mr. Dan Mitchell, Schuber Mitchell Homes, 1621 Anderson Drive, Webb City, MO, made himself available for questions from the Commissioners. Mr. Mitchell stated that smaller lot widths are suitable for how Schuber Mitchell orients their homes.

Mr. Duncan asked if there were any lots less than 65 feet wide? Mr. Mitchell stated on this final plat all lots were at least 65 feet in width.

Mr. Cortez asked if Schuber Mitchell had purchased the property. Mr. Mitchell stated they have purchased the property.

Speaking against this proposal is Harvey Hutchinson, 4512 W. 27th Place, Joplin, MO, asked if this zoning designation could allow multi-family development in the future and what the minimum home sizes in the City of Joplin were. Mr. Troy Bolander said that it could not be used for multi-family in the future and the City of Joplin does not have minimum home size requirements. Minimum square footage requirements are typically covered under private covenants recorded by the developer. The City requires new lots to be a minimum of 65 feet in width.

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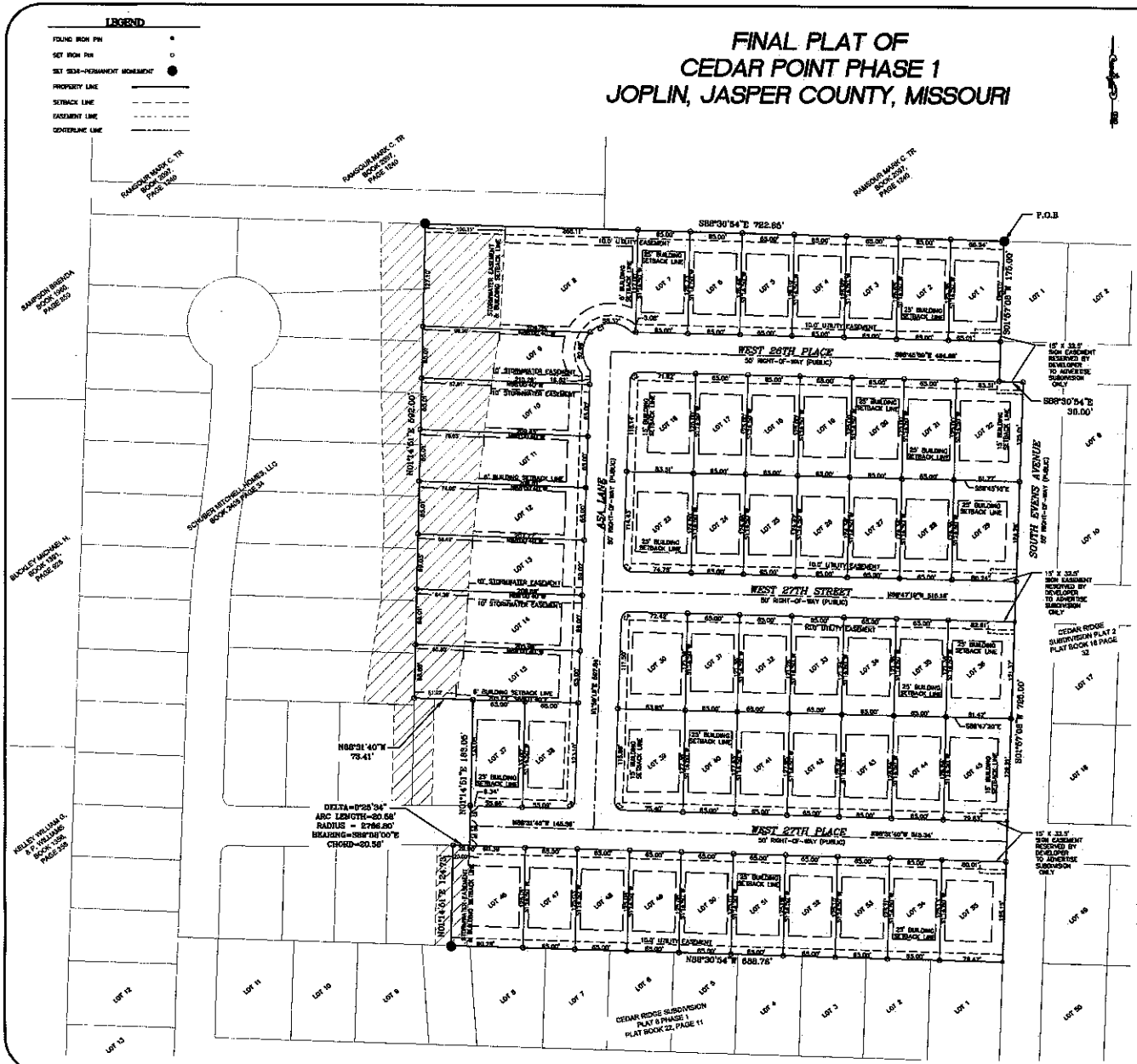
Jerry Genell, 4207 W. 27th, stated that he does not have a problem with Schuber-Mitchell building but thinks the new development should be compatible with the neighborhood.

Mr. Smith asked if anyone else had anything to say besides the lot size and house size?

Tera Miller, 4401 W. 27th Street, stated that her concern was for the integrity of the neighborhood. Currently there is only one park in the Cedar Ridge sub-division but is over-used. There are also issues with sidewalk access. The contractors working to clear out the lots worked late at night and played loud music. Cedar Ridge is a quiet neighborhood and the integrity of its character should be maintained.

Mike Tatum, 4615 W. 28th Place, stated that there were covenants in place with minimum square footage requirements. Building smaller houses in Cedar Ridge will have an adverse effect on property values.

FINAL PLAT OF
CEDAR POINT PHASE 1
JOPLIN, JASPER COUNTY, MISSOURI



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



LOCATION SKETCH
SECTION 16
T 27 N, R 33 W
SCALE: 1"=2000'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	BEARING	CHORD LENGTH
C1	111.38	35.50'	179°47'30"	S48°37'05"W	71.00'
C2	15.58'	10.00'	89°13'13"	N46°37'05"E	14.05'
C3	15.94'	10.00'	90°46'35"	N43°24'00"W	14.34'
C4	15.57'	10.00'	89°13'23"	S46°36'00"W	14.05'
C5	9.34'	2616.80'	00°12'24"	N88°46'21"E	9.34'
C6	15.62'	10.00'	89°29'01"	N46°43'46"E	14.08'
C7	15.80'	10.00'	90°30'58"	S43°16'11"E	14.21'
C8	9.33'	2791.80'	00°11'28"	N88°46'27"E	9.33'
C9	9.32'	2786.80'	00°11'34"	N88°46'26"E	9.32'

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING PART OF THE PARCEL DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2400, AT PAGE 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF CEDAR RIDGE SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 16, AT PAGE 32; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 01°57'08" WEST, 175.00 FEET; THENCE SOUTH 88°30'54" EAST, 30.00 FEET; THENCE SOUTH 01°57'08" WEST, 725.00 FEET TO THE NORTHEAST CORNER OF CEDAR RIDGE PLAT 6, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°30'54" WEST, 688.75 FEET; THENCE LEAVING THE NORTH LINE OF SAID SUBDIVISION, NORTH 11°43'51" EAST, 124.73 FEET; THENCE 20.58 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 2786.80 FEET, HAVING A CHORD BEARING SOUTH 89°06'00" EAST, 20.58 FEET; THENCE NORTH 11°43'51" EAST, 183.05 FEET; THENCE NORTH 88°31'40" WEST, 73.41 FEET; THENCE NORTH 11°43'51" EAST, 392.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE ALONG SAID NORTH LINE, SOUTH 88°30'54" EAST, 722.86 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 14.80 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CERTIFICATE OF THE CITY PLANNING COMMISSION

THIS PLAT OF CEDAR RIDGE PLAT 6 PHASE 1 WAS SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS ____ DAY OF _____

BOB HARRINGTON
CHAIRMAN

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

I, CHARLOTTE PICKERING, RECORDER OF DEEDS OF JASPER COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, WAS, ON THE ____ DAY OF _____ AT _____ O'CLOCK AND ____ MINUTES ____ M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN PLAT BOOK____ AT PAGE ____

I WITNESS WHEREOF, I HAVE HEREUNTO SET MAY HAND AND SEAL THIS _____ DAY OF _____

CHARLOTTE PICKERING
RECORDER

DEPUTY

OWNER'S CERTIFICATE AND DEDICATION

SAID LAND TO BE 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, DAN MITCHELL, MEMBER OF SCHUBER MITCHELL HOMES, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____

(Signed) _____
DAN MITCHELL, MEMBER
SCHUBER MITCHELL HOMES, LLC
1621 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

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 DAN MITCHELL, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL, THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY APPROVAL

THIS PLAT OF CEDAR RIDGE PLAT 6, INCLUDING EASEMENTS AND RIGHT-OF-WAYS ACQUIRED 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 _____, _____, JOPLIN, MISSOURI.

(SEAL)

MICHAEL SEIBERT
MAYOR

ATTEST:

BARBARA HOGDEN
CITY CLERK

PUBLIC WORKS DIRECTOR

DEVELOPER AND OWNER

SCHUBER MITCHELL HOMES
1621 ANDERSON DRIVE WEBB CITY,
MISSOURI 64870
PHONE 417-626-7000

ENGINEER / SURVEYOR

ANDERSON ENGINEERING
811 E. 3RD STREET
JOPLIN, MISSOURI 64804
JERROD HOGAN P.L.S.
BRYAN STEPHENSON, P.E.
JOSHUA DATHOUT, E.I.

SOURCE OF DEED

SCHUBER MITCHELL HOMES, LLC
BOOK 2403, PAGE 34

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0230E DATED NOVEMBER 22, 2002 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, JERROD L. HOGAN, 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 MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PERFORMED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE: AUGUST 25, 2016
ANDERSON ENGINEERING, INC. L.C. 62
BY:

JERROD L. HOGAN
MO P.L.S. NO. 2004021333

3-03-17
DATE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
811 E. 3RD STREET · JOPLIN, MISSOURI 64804 · PHONE (417) 782-7300
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION – LC 62

FIELD:	DATE: 03-03-17	JOP-100-4431
DRAWN: JCD	FIELD BK:	
CHECKED: JLH	JOB NO: 70046-16	SHT. 1 OF 1 REV.

Case 007-17

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED SPECIAL COUNCIL MEETING DATE: May 1, 2017

ITEM: Council Bill No. 2017-002 approving a Letter of Intent between the State of Missouri and the City of Joplin relating to the proposed exchange of properties located at the corner of South Wall Avenue and West 8th Street in Joplin and in the 700 block of South Wall.

ORIGINATING DEPARTMENT: City Manager

ATTACHMENTS: Council Bill No. 2017-002; Exhibit "1": Letter of Intent.

DEPARTMENT HEAD:	Peter C. Edwards
FINANCE:	Leslie Haase
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves a Letter of Intent between the State of Missouri and the City of Joplin relating to the proposed exchange of property owned by the State located at the corner of South Wall Avenue and West 8th Street in Joplin, and City owned property located in the 700 block of South Wall Avenue.

DISCUSSION:

There has been an ongoing discussion for many years about the City obtaining the portion of the parking lot at Memorial Hall that is owned by the State of Missouri. It is the Southwest Quarter of the lot. The State uses this lot for parking for the Career Center at 8th and Wall. The City owns the property immediately north of the Career Center all of the north to a close proximity to the old Joe Harding building.

This Letter of Intent from the State contains the basic framework for an agreement between the State and the City by which the City would obtain the parking lot from the State, the State would obtain the City's property north of the Career Center and the City would be obligated to construct a parking lot on the unimproved property.

RECOMMENDATION:

Staff presents this Council Bill on an emergency basis.

PCE
attachments

COUNCIL BILL NO. 2017-002 ORDINANCE NO.

AN ORDINANCE authorizing and approving a Letter of Intent between the State of Missouri and the City of Joplin outlining the material terms and conditions for the proposed exchange of properties located at the corner of South Wall Avenue and West 8th Street in Joplin owned by the State of Missouri, and the City's property in the 700 block of South Wall Avenue; authorizing the City Manager to execute said Letter of Intent on behalf of the City; and, containing an emergency clause.

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

Section 1. That the Letter of Intent by and between the City of Joplin, Missouri, and the State of Missouri, Division of Facilities Management, Design and Construction, relating to the proposed exchange of the State owned property located at the corner of South Wall Avenue and West 8th Street in Joplin, and the City owned property in the 700 block of South Wall Avenue, a copy of said Letter of Intent being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Eric R. Greitens
Governor

Catherine F. Brown
Director

Sarah H. Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: http://www.oa.mo.gov/fmdc
E-MAIL: FMDCMAIL@oa.mo.gov

(573) 751-3339
FAX (573) 751-7277

April 13, 2017

Sam Anselm, City Manager
City of Joplin
602 S. Main St.
Joplin, MO 64801

Re: Letter of Intent

Dear Mr. Anselm:

This letter outlines the material terms and conditions for the proposed exchange of properties by the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction ("FMDC" or "the State") and the City of Joplin, Missouri ("the City"). The State owns property located at the corner of S. Wall Avenue and W. 8th Street in Joplin, which presently contains a parking lot for the Joplin Job Center. The City owns property in the 700 block of South Wall Ave adjacent to the Joplin Job Center, which is currently a vacant lot. The proposed terms and conditions for the exchange of such properties are as follows:

- The City will construct a newly paved parking lot and sidewalks on the City's vacant property adjacent to the Job Center prior to the exchange, at the City's own expense.

- The City will hire professional architects and/ engineers to prepare and seal the construction drawings for the parking lot, and the City will submit said drawings to FMDC for review and approval.

- FMDC will have the ability to conduct inspections during the construction of the parking lot and upon substantial completion, providing a punch list to the City for correction as needed.

- The City's contract for construction of the parking lot must provide a general guarantee of the construction for one year and the City will assign its right to recover against contractor to the State upon transfer of the properties.

- After the construction of the parking lot is completed, the City will convey the property to the State by general warranty deed and the State will simultaneously convey its property located at S. Wall Avenue and W. 8th Street to the City by quit claim deed, to include any existing deed restrictions.

- The exchange of properties will occur within 30 days of substantial completion of the parking lot, or as otherwise agreed by the parties, and shall occur no later than July 1, 2018.

- The exchange of properties is contingent upon approval by the U.S. Department of Labor, which is subject to the City obtaining two appraisals for the City property located in the 700 block of South Wall and obtaining the projected cost of improvements for the parking lot to be paved.

The terms of the exchange will be more particularly set forth in an agreement to be approved by both parties. The terms of any future agreement between the parties will supersede the terms and conditions contained in this letter. The terms contained in this letter are not comprehensive and it is anticipated that additional terms may be added and the existing terms may be changed or deleted.

If the foregoing terms are acceptable, please acknowledge the City's agreement by signing and returning to us one copy of this letter. If revisions to the proposed terms and conditions are required, please provide the proposed revisions in writing. Upon acceptance of these terms by the City, a formal agreement will be sent to you for signature.

Sincerely,

Cathy Brown, Director
Division of Facilities Management,
Design and Construction

ACCEPTED AND APPROVED this _____day of _____, 2017

CITY OF JOPLIN

By: _____

Name: _____

Title: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 1, 2017

ITEM: COUNCIL BILL NO. 2017-450

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: CONTRACT FOR ROOFING SERVICES; BID PACKAGE 2017-RFP-05 FOR FLUID APPLIED ROOF SYSTEM; BID SUMMARY; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an agreement for roofing services with Stiles Roofing for a fluid applied roof membrane project at the city health department.

DISCUSSION:
The city health department building was occupied in 2006 as part of the larger city hall and justice center renovation projects. As part of this effort, an existing city building was renovated and an addition was added to provide space for the department. At the time, funds were not available to renovate the roof of the existing structure so this was completed approximately two years later. Recently, upon inspection of the roof there have been instances where the roof has been shown to be degrading and small repairs have been made. With the advice of city maintenance staff funds ($49,000) were budgeted in the current budget to renovate the existing roof through the application of a fluid membrane system. The intent would be to extend the life and warranty of the roof.

In March, city facility maintenance and health department staff met to draft the Request For Proposal (RFP) to be used for obtaining bids for the project. It was noted that portions of the roof still had some limited warranty remaining with Tremco Inc. so to maintain and extend that warranty the Tremco product line was reviewed for possible options for a fluid membrane roof system. Additionally, portions of the roof had deteriorated to the level that an exam of the roof was necessary to determine if any areas needed to be replaced. An infrared scan of the roof was completed to identify deficient sections. Three areas from the original 2006 roof project were identified for replacement.

Three Tremco Inc. membrane roof options were found to be available that can repair the roof and extend the warranty in 12, 15 or 20 year increments. It was decided to utilize the AlphaGuard MT (20-year warranty) product as it is fully reinforced and to obtain the highest level of warranty. Further, there was a special pricing temporarily available that made the price comparable to the middle product line. On March 31,

2017 a Request For Proposal (RFP) For a Fluid Applied Roof System was advertised requesting responses from qualified vendors for the project. Responses were received from 4 firms. The responses were reviewed by city facility maintenance and health department staff. Stiles Roofing Inc. was the lowest and best bid submitted with a total roof bid of $115,118. With this bid, a shortfall of $67,417.34 is present from the amount remaining in the budget for this project. If approved, the budget shortfall will be funded through the current budget from the savings on the new health department parking garage facility. Therefore, no budget amendment will be required.

RECOMMENDATION:

In order to take advantage of the current pricing of the Alphaguard MT product as well as receiving the best warranty option of 20 years, staff recommends moving forward with the bid from Stiles Roofing, Inc. Staff recommends approval on an emergency basis.

COUNCIL BILL NO. 2017-450 ORDINANCE NO.

AN ORDINANCE approving a Construction Agreement by and between Stiles Roofing Inc. and the City of Joplin, Missouri, for the amount of One Hundred Fifteen Thousand, One Hundred Eighteen Dollars and no Cents ($115,118.00), for Fluid Applied Roof Restoration at the Joplin City Health Department facility; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Construction Agreement by and between Stiles Roofing Inc., and the City of Joplin, Missouri, dealing generally with Fluid Applied Roof Restoration services, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, there is a time limitation for the pricing specific to the roof membrane material.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 1st day of May, 2017 by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND STILES ROOFING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: STILES ROOFING INC. Address: P.O. BOX 361 LEBANON, MO. 65536	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

FLUID APPLIED ROOF RESTORATION FOR JOPLIN CITY HEALTH DEPAERTMENT

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 by June 15, 2017, and after having received an order to proceed , which order shall be issued by the Director of the Joplin City Health Department within 30 days after the date of this contract.

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

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

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

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

Joplin City Health Department, 321 E. 4th, 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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 $115,118.00 (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 $115,118.00 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 $100.00 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 Joplin City Health 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. Bid Package 2017-RFP-05 for Fluid Applied Roof System, City of Joplin Health Department

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 One Hundred Fifteen Thousand One Hundred Eighteen and no /100 Dollars ($115,118.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

By: _____
Samuel L. Anselm, City Manager

Roof Project Bid Comparison Form

Project Name:	City of Joplin - Health Department		**Date:**	4/17/2017
	BID #2017-RFP-05 Fluid Applied Roof Restoration			
Contractor:	**Joplin Roofing**	**Stiles Roofing**	**Kirberg Roofing**	**Flynn Midwest**
Base Bid Roof Areas 1 & 2	$ 68,700.00	$ 61,164.00	$ 68,475.00	$ 67,950.00
Alternate Bid Roof Areas 3 & 4	$ 62,950.00	$ 53,954.00	$ 65,515.00	$ 59,450.00
Total	$ 131,650.00	$ 115,118.00	$ 133,990.00	$ 127,400.00
Bid Bond With Bid	Yes	Yes	Yes	Yes
Fluid Applied Roofing Manufacturer	Tremco	Tremco	Tremco	Tremco

CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

2017-RFP-05

for

Fluid Applied Roof System

CITY OF JOPLIN - HEALTH DEPARTMENT
321 E. 4TH STREET
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until **10:00 A.M. April 17th, 2017** at the City Health Department located at **321 E. 4th St, Joplin, MO, lower level (North) entrance** to PURCHASE the following:

Fluid Applied Roof Restorations to the Health Department Modified Bitumen Roofs

Specifications and bid forms are available at the Joplin City Health Department located at 321 E. 4th St. (lower level (North) entrance) or by calling Dan Pekarek, department director at (417) 623-6122. 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.

Leslie Haase, CPA
Finance Director

Publication Date: March 31, 2017

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at City Health Department at 321 E. 4th St., lower level (North) entrance, until 10:00 A.M Monday, April 17th, 2017 for making the following improvements:

Fluid Applied Roof Restoration to City Health Department

This project includes the following: furnish labor, equipment and material to make fluid applied roof restorations to the above listed facilities.

Specifications and bid forms will be available at the mandatory pre-bid meeting. Bids must be received before **10:00 A.M. April 17th, 2017** at 321 E. 4th St., Joplin, MO., lower level (North) entrance. Bids will be opened at **10:00 A.M. April 17th, 2017** at the Joplin City Health Dept, 321 E. 4th St. A **mandatory pre-bid meeting** will be held at **11:00 A.M. April 5th, 2017,** at the City Health Department 321 E. 4th St. Joplin, MO.

The contractor shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to reject any or all bids.

This is a prevailing wage project. Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards Form LS-57 to report all wages.

Missouri Law, 292.675 RSMO, requires the awarded contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and industrial relations as a qualified substitute) for their on-site employees (Laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractors and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Joplin in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

The successful bidder will have to sign an agreement that they are enrolled and participating in 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§285.525.555, 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.

A bid bond or certified check for five percent of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to evaluate all bids, to reject any 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.

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of up to ninety (90) days following the bid opening however, **this project must be completed by June 15, 2017.**

All bids shall be exclusive of Federal, State and City taxes.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

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.

Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way.

Minimum information to be submitted with each bid shall consist of the following:

1 Bid Form (all lines completed)
2 Bid bond

MARK BID ENVELOPES; "BID #2017-RFP-05 Fluid Applied Roof Restorations"

GENERAL CONDITIONS

By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

The Contractor shall be responsible for any permits and licenses necessary for the execution of the work.

The Contactor shall at all times enforce proper conduct among their employees and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

The Contractor will be held responsible for determining if weather conditions on any given day will permit successful completion of work started on the day. Where removal of existing roof is required, the Contractor will remove no more roof area than can be replaced on the same day, carrying new work to a point where it is in water tight conditions. Building interiors must be kept dry at all times.

The Contractor **shall have until June 15, 2017** upon issuance of the purchase order and receipt of a performance bond by the City to complete the project. In the event of inclement weather or any other unforeseen circumstances, extensions shall be granted; otherwise a one hundred (100) dollar per day penalty is deducted from the contract amount if the contract is not completed in the specified time.

The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment and surplus materials.

Any details or practices not covered by the specifications or other contract documents shall be in full compliance with current NRCA roofing and waterproofing manual, good roofing practices and with acceptable fire insurance requirements and/or local building codes. Sheet metal work will follow as a minimum guideline SMACNA Details.

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 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

CITY OF JOPLIN
BID FORM

DESCRIPTION: Fluid Applied Roof Restoration to City Health Department

Fluid Applied Roofing Manufacturer: _____

_____

Model: _____

BASE BID (ROOF AREAS 1 AND 2): $_____

ALTERNATE BID (ROOF AREAS 3 AND 4): $_____

COMPANY: _____

ADDRESS: _____

_____

_____

TELEPHONE:_____

SIGNATURE:_____

MINORITY: _____FEMALE:_____

MARK BID ENVELOPES; "BID #2017-RFP-05 Fluid Applied Roof Restorations"

SECTION 07 56 00.10 – FLUID-APPLIED ROOFING

PART 1 - GENERAL

1.1 SUMMARY - SCOPE OF WORK

A. This Section includes the following:
1. Base Bid Roof Areas includes Roof Areas 1 & 2.
2. Power wash existing roofs.
3. Remove identified wet areas down to the metal deck, install insulation to match existing roof height and adhere a composite ply base sheet in solvent free adhesive.
4. Prime smooth asphaltic surfaces with primer.
5. Apply liquid applied aliphatic polyurethane base coat to roof and walls and penetrations at 64 mils per gallon.
6. Embed reinforcement mat into base coat per manufacturer's recommendation.
7. Apply liquid applied aliphatic polyurethane top coat to roof, walls and penetrations at 32 mils per gallon over reinforcement mat.
8. If applying directly to concrete, prime concrete with 100% solids, two component epoxy primer.
9. At vertical application apply base coat at 2 gallons per square 32 mils for the base coat and top coat with reinforcement mat embedded between each.
10. Contractors option to use fiberglass or polyester reinforcement mat.
11. At parapet walls, install fluid applied flashings up vertical surface to bottom of metal coping and install a skirt metal counterflashing that will extend down over all fluid applied flashings.

B. At Alternate Bid Roof Areas 3& 4:
1. Power wash existing roofs.
2. Prime smooth asphaltic surfaces with primer.
3. Apply liquid applied aliphatic polyurethane base coat to roof at 64 mils per gallon.
4. Embed reinforcement mat into base coat per manufacturer's recommendation.
5. Apply liquid applied aliphatic polyurethane top coat to roof, walls and penetrations at 32 mils per gallon over reinforcement mat.
6. At vertical application apply base coat at 2 gallons per square for the base coat and top coat with reinforcement mat embedded between each.
7. Contractors option to use fiberglass or polyester reinforcement mat.
8. Install protective roof tread under satellite equipment.
9. At parapet walls, install fluid applied flashings up vertical surface to bottom of metal coping and install a skirt metal counterflashing that will extend down over all fluid applied flashings.

1.2 MATERIALS OWNERSHIP

A. Demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

C. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide recoated roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

C. **Roofing System Design:** Modify roofing system as required so that fluid-applied roofing system will perform identically to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.

D. Flashings: Comply with requirements of Division 7 Sections "Sheet Metal Flashing and Trim" and "Manufactured Roof Specialties." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:

F. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.

G. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

1.5 QUALITY ASSURANCE

A Contractor shall:

1. Be experienced in fluid applied roofing over modified bitumen roof systems. 5 years minimum.
2. Be acceptable by City of Joplin.
3. Contractor will provide 100% payment and performance bond for project.
4. Abide by latest Missouri Prevailing Wage Law for Jasper County.
5. Shall be licensed by the City of Joplin and all personnel involved in the project shall be certified in their trade in accordance with the City of Joplin, Missouri requirements.

B. All employees employed on project must have OSHA 10 hour certification class as per State Law House Bill 1549.

C. E Verify - Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the sub-contractor's participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal workers for the project.

D. WAGE RATE AFFIDAVIT

1. The Contractor shall submit with his final application for payment the enclosed wage rate affidavit stating that he has fully complied with the prevailing wage rates as set forth in the Department of Labor and Industrial Relations Prevailing Wage Section 290.290, which states:

"The Contractor's payroll records, contents - affidavit of compliance required - signs on motor vehicles and equipment, requirements - temporary stationary sign, when - exception.

(1) The Contractor and each Subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefore. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each Contractor and Subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefore an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order."

(3) Each Contractor and Subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the time the Contractor or Subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the

equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provision so this subsection.

(4) The provision of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

2.. All successful bid Contractors shall submit certified copies of their payrolls to the contracting public body to show compliance with the prevailing wage law. Payrolls shall be submitted monthly.

3. Not less than the prevailing hourly rate of wages specified shall be paid to all workers performing work under the contract. Section 290.250. employed in order to execute the contract and employed on the construction of the public works is kept posted in a prominent and easily accessible place at the site thereof by each Contractor and Subcontractor engaged in the public works project under the provisions of this law and such notice shall remain posted during the full time that any worker shall be employed on the public works. Section 290.265.

4. The Sub-Contractor shall forfeit as a penalty to the state, county, city and county, city, town, district, or other political sub-division on whose behalf the contract is made or awarded, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any Subcontractor under him. Section 290.250.

E. NONDISCRIMINATION IN EMPLOYMENT

1. The Contractor and his Subcontractors will not discriminate based on affected group status unless with respect to sex, age, or handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the Contractor and his Subcontractors shall not discriminate:

(1) Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.

(2) Against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

(3) Against any applicant for employment or employee on the basis of age, where such applicant or em ployee is between ages 40 and 70 and where such Contractor employees at least 20 persons.

(4) Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

2.. The Contractor and Subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment advertising; and selection for training, including apprenticeship. The Contractor and Subcontractor will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

3. Facilities provided for employees will be provided in such a manner that segregation on the basis of race, color, religion, or natural origin cannot result.

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

5. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations and relevant orders of the Secretary of Labor, and shall also comply with the Missouri Fair Employment and Public Accommodation Practices Act, Chapter 213 R.S.Mo., any applicable provisions of the Americans with Disabilities Act of 1990, Titles VI and VII of the Civil Rights Act of 1964, all incorporated herein by reference, and will hold harmless City of Joplin from any violation or claimed violation of law, ordinance or regulation arising from this Agreement.

6. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. Each prime Contractor and Subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter by promulgated in its place if such prime Contractor or Subcontractor (I) is not exempt

from the provisions of the regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime Contractor or first tier Subcontractor; and (iv) has a contract, subcontract or purchase order amounting to $50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any Subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (I), (ii), and (iv) of this section.

F. OSHA Program Requirements

1. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such construction projects. Any employee found on work site without documentation of the successful completion of the required training shall be afforded 20 days to produce such documentation before being subject to removal from the project.

(2) The contractor shall forfeit as a penalty the sum of two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

(3) This provision is subject to, and Contractor and Subcontractor shall comply with all requirements of Section 292.675 RSMo.

1.6. SAFETY

A. Safety requirements:

1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
2. All contractor employees must all have passed the OSHA 10 Hour safety training.
3. Contractor shall follow Owner safety programs.
4. Comply with federal, state, local and Owner fire and safety requirements.
5. Notify Jeff Tennis with City of Joplin whenever work is expected to be hazardous to Owner, employees, and/or operators.
6. A crewman with two-way communication (i.e., radio, mobile phone) shall be maintained by the contractor as a floor area guard whenever tear-off work is being conducted and when roof decking is being repaired or replaced. Isle ways shall have traffic cones and safety tape put up to warn and/or divert personnel from walking beneath areas under construction. Floor guard shall be maintained until base ply is completely installed.
7. The contractor, whenever power tools, roofing kettles, fuels, solvents, torches, and open flames are being used shall maintain fire extinguishers within easy access.
8. Roofing contractor is required to have an OSHA approved fall protection plan in place prior to the start of work. The roofing contractor shall include in his proposal all safety railing and barricades to protect his crews. The roofing contractor shall present a safety plan prior to the pre-construction meeting. All fall protection shall conform to state and federal regulations as outlined in OSHA CODE OF FEDERAL REGULATION 29 PART 1926.500 SUB PART M. The awarded roofing contrac tor shall submit a safety plan to the owner containing to each item listed below as it pertains to the specific project.

B. Fall Protection: Fall protection is required whenever subcontractor s are working on a surface that has an unprotected side or edge that is six (6) feet or more above a lower level. An unprotected edge is one that has a parapet wall that is less than 39 inches in height. The slope of the roof dictates which fall protection system or systems may be used.

1. Low Slope Roofs

a. (Slope is less than or equal to 4 in 12.) On low slope roofs, employees shall be protected from fall ing by guardrail systems, personal fall arrest systems, or a combination of warning line system and guardrail system, or warning line system and personal fall arrest system, or warning line system and

safety monitoring system. On roofs 50 feet or less in width, the use of a safety monitoring system alone is permitted.

2. Warning Line System

a. When mechanical equipment (mechanical equipment meaning all motor or human-propelled, wheeled equipment used for roofing work except wheelbarrows and mop carts) is not being used, the warning line shall be erected no less than six (6) feet from the roof edge.

b. When mechanical equipment is being used, the warning line shall be erected not less than six (6) feet from the roof edge that is parallel to the direction of mechanical equipment operation and not less than ten (10) feet from the roof edge, perpendicular to the direction of the mechanical equipment operation.

c. Stanchions shall be set not further than 12 feet apart.

d. Warning lines shall be a height of 39 inches at the highest point and 34 inches at the lowest point, including sag. They shall be flagged at not more than six (6) foot intervals with high visibility materal.

e. All employees working outside the warning line and within six (6) feet of the roof edge must wear a full safety harness with the "0" ring located in the rear. A six (6) foot shock-absorbing lanyard with rollout protection also must be used. This lanyard is to be located between the lifeline and the harness. In cases where work outside the warning line is to be performed, a Safety Monitoring System or an approved OSHA fall protection system may be used. (See section below)

C. Safety Monitoring System

1. A documented competent person monitors the safety of all employees on a roofing or sheet metal crew and warns them when it appears to the monitor that they are unaware of a hazard or are acting in an unsafe manner. The competent person must be on the same roof as, and within visual sighting distance of, the employees and must be close enough to verbally communicate with the employees.
2. Only used on low slope roofs that are 50 feet or less in width if no other fall prevention system is installed. Can be used on low slope roofs of any width if combined with a warning line system.
3. No mechanical equipment shall be used with this system.
4. Parapet Wall Clamp-On Guardrail System
   a. Used on roofs where the parapet wall is less than 39 inches.
   b. Clamp-on posts must be spaced eight (8) feet or less apart.
   c. Top rail positions 42 inch plus or minus 3 inches high.
   d. Mid-rail between the top rail and top of the parapet wall at 21 inches.
   e. If a section of the railing has to be removed to perform work, lifelines, and safety harnesses with six (6) foot lanyards must be used while working in the unprotected area.
   f. If 1/4 inch steel cable is used at the top and mid-rail, the top cable must be flagged at no more than six (6) foot intervals with a highly visible material.

D. Guardrail Systems

1. Top edge of top rail shall be 42 inches plus or minus 3 inches above the working surface.
2. Mid-rails are required if there is no wall or parapet wall at least 21 inches higher. When used, mid-rails shall be installed at a height midway between the top edge of the guardrail and the working level.
3. When guardrail systems are used at hoisting areas, a chain, gate, or removable guardrail section shall be placed across the access opening between guardrail sections when hoisting operations are not taking place.
4. When guardrail systems are used at holes or skylights, they shall be erected on all unprotected sides or edges of the hole.
5. When guardrail systems are used around holes used for ladder access, they shall be provided with a gate or be so offset that a person cannot walk directly into the hole.
6. Manila, plastic or synthetic rope used for top rails or mid-rails shall be inspected as frequently as necessary to ensure that it continues to meet OSHA strength requirements.

E. Personal Fall Arrest System

1. Only full body harnesses with either shock-absorbing lanyard or lifelines, or a combination there of, shall be used when required. All snap hooks shall be of the locking variety.
2. Personal fall arrest systems shall be rigged such that an employee can neither free-fall more than six (6) feet or contact any lower level.

3. Self-retracting lifelines shall automatically limit free-fall distance to two feet or less.

F. **Roofing Pre-installation Conference**: Conduct conference at Project site to comply with require ments in specification. Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner; roofing materials manufacturer's representative; roofing Installer including project manager and foreman; and installers whose work interfaces with or affects coating include ing installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
2. Review methods and procedures related to roof preparation[, including membrane roofing system manufacturer's written instructions.
3. Review roof drainage during each stage of roofing and review roof drain plugging and plug remov al procedures.
4. Review and finalize construction schedule, and verify availability of materials, Installer's personnel equipment, and facilities needed to make progress and avoid delays.
5. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condi tion of other construction that will affect roofing.
6. Review existing conditions that may require notification of Owner before proceeding.

1.7 PROJECT CONDITIONS

A. Protect building to roofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from coating operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Weather Limitations: Proceed with roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

D. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Project Manager. Hazardous materials will be removed by Owner under a separate contract.

1.8 WARRANTY

A. Warranty, General: Warranties specified shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranty: Manufacturer's standard or customized form, in which manufacturer agrees to repair or replace components of fluid-applied roofing that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories and other components of fluid-applied roofing.
2. Warranty Period: 20 years from date of Substantial Completion.

C. Installer's Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section and related Sections indicated above, including all components of fluid-applied roofing such as membrane, base flashing, and accessories:
1. Warranty Period: **Two** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 FLUID-APPLIED ROOFING MEMBRANE

A. Polyurethane Elastomeric Fluid-Applied System: ASTM D 7311, elastomeric, two-coat single-component moisture triggered polyurethane fluid-applied roofing formulated for application to modified bitumen roof system, with the following physical properties:

1. Aliphatic Urethane Base Coat : Basis of Design: Tremco Alphaguard MT Base Coat
   a. Asbestos Content, EPA/600/R-93/116: None.
   b. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: ≤35 g/L.
   c. Dynamic Puncture Resistance, ASTM D 7311: 714 ft. lbs.
   d. Static Puncture Resistance, ASTM D 7311: 75 lbs.
   e. Water Vapor Transmission, ASTM D 7311: 0.020 perm/in.
   f. Accelerated Weathering, ASTM D 7311: Pass, no cracking or checking.
   g. Percent solids (by weight), minimum, ASTM D 1644: 90%.
   h. Color: Grey.

2. Aliphatic Urethane Top Coat : Basis of Design: Tremco Alphaguard MT Top Coat
   a. Asbestos Content, EPA/600/R-93/116: None.
   b. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: ≤40 g/L.
   c. Elongation at break, minimum, ASTM D 7311: 350%.
   d. Tensile Strength, minimum, ASTM D 7311: 1,435 lb/in².
   e. Tear Resistance, ASTM D 7311: 159 lbf/in.
   f. Accelerated Weathering, ASTM D 7311: Pass, no cracking or checking.
   g. Percent solids (by weight), minimum, ASTM D 1353: 90%.
   h. Color: White.

B. Fiberglass Reinforcement: Medium to fine fiber, rapid wetting chopped strand glass mat for fluid-applied membrane and flashing.

C. Optional Flashing Reinforcement: Polyester reinforcement mat.

2.2 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with fluid-applied roofing system.

B. Structural Concrete Deck Primer if needed: Two-component, 100% solids, epoxy penetrating primer for concrete deck surfaces.

C. Metal Surface Primer if needed: Single-component, water based primer to promote adhesion of base coat metal surfaces.

D. Primer: Single-component, multi-substrate primer to promote adhesion of base coat to a variety of surfaces including smooth asphalt surfaces.

E. Re-Prime: If base coat has sat for more than 72 hours then a re-primer is needed over the base coat prior to the application of the top coat.

F Sheet Metal: Skirt Metal for metal coping and curbs:

1. Galvanized, pre-painted: Twenty-four (24) gage minimum, galvanized steel; commercial quality, All sheet metal to be pre-painted and approved by roofing manufacturer.

EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

A. Use products with personal protection equipment. User must read container label and material safety data sheets prior to use.

B. Store all materials prior to application at temperatures between 60°F and 90°F

C. Use with adequate ventilation.

D. Do not apply materials when air temperature is below 50° Fahrenheit or above 110° Fahrenheit. Cure times are extended at temperatures below 50° Fahrenheit.

E. Prevent materials from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

F. Painters tape shall be used to mask detail areas and metal flashings. Remove tape while fluid-applied material remains wet.

G. All flashings shall be done first, before the field of the roof is covered. After base coat and reinforcement mat have been installed, and before the top coat is installed, a thorough inspection of the surface must be conduct ed by the manufacturer's technical representative. The reinforcement mat must be completely encapsulated by the base coat, with no pinholes or voids, at the end of each work day.

H. Coverage rates of base coat and top coat must be continuously verified for proper wet film thickness with a wet mil gauge.

I. Raised or exposed reinforcement mat shall be sanded smooth prior to application of top coat.

3.2 SUBSTRATE PRIMER INSTALLATION

A. Direct to smooth asphaltic materials:
   1. Apply manufacturer's recommended primer at 200 – 250 sq. ft. per gallon.

B. Direct to Concrete: Two part epoxy 100% solids primer.
   1. Mixing: Use clean containers and mixing equipment. Using a low speed "Jiffy" type mixer, mix the A & B components separately for approximately one minute.
   2. Combine one part by volume Part A with one part by volume "B". Mix the components thoroughly for three to five minutes.
   3. Scrape the bottom and sides of the mixing container at least once. Do not aerate the blend. Mix only enough material that can be used within the working life.
   4. Application: The ambient and surface temperature should be between 50°F to 90°F (10°C to 32.2°C).
   5. Apply using a short nap roller, squeegee, brush or an airless spray according to manufacturer's written instructions. Coverage rates may vary depending on concrete surface conditions.
   6. Surface temperature, porosity and texture will determine actual material quantities. Ensure primer does not puddle and substrate has complete coverage.
   7. Fluid-applied base coat can be applied as soon as the primer has become tack free.

3.3 LIQUID APPLIED ROOFING INSTALLED OVER GRANULAR MODIFIED ROOF PREPARATION

A. Membrane Surface Preparation:
   1. Remove blisters, ridges, buckles, repair irregularities projecting above the membrane, and other sub strate irregularities from existing roofing membrane that would inhibit application of uniform, water proof coating.
   2. Repair membrane at locations where irregularities have been removed.
   3. Broom clean existing substrate.
   4. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coat

ing by power washing at maximum 800 psi. Allow to dry thoroughly.

5. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.
6. Verify adhesion of new products.

B. Limited Roof Tear-Off: Remove and replace the wet areas as identified by infra-red scan. Remove down to the the metal decking. Install insulation to match existing height and install one ply of composite ply in cold adhesive.
Strip in perimeter of replacement areas with urethane mastic or Alphaguard Base coat and polyester mesh, tie-in minimum 8" onto adjacent roof area.
1. Notify Owner each day of extent of roof tear-off proposed and obtain authorization to proceed.
2. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.4 PRIME SUBSTRATE:

A. Apply manufacturer's recommended primer at 200-250 sq. ft. per gallon for on areas where there are no granules present, **no need to prime a granulated modified surface**.

B. Metal substrates will be primed with Alphaguard M Primer.

3.5 FLASHING REPAIR

A. Fluid-Applied Flashing Application: Complete base coat and polyester reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.
1. Extend coating up vertical surfaces and minimum 6 inches onto horizontal surfaces.

B. At modified curbs, walls, and penetrations:
1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
2. Mask off perimeter areas where non coated areas intersect with coated areas to keep surfaces clean of coating.
3. Apply liquid applied flashings up to the base of the existing metal flange or metal counterflashing.
4. Install new skirt metal counterflashing that will be fastened under existing metal counterflashing or metal flange and extend down over new liquid applied flashings.

3.6 FLASHING AND STRIPPING INSTALLATION

A. Base coat and polyester reinforcement must be installed on all curbs, penetrations, and drains before moving to installation in the field.
1. Install masking tape or similar along the top edge of flashings where base coat will terminate.
2. Prime all metal surfaces with manufacturers recommended primer prior to installing flashings.
3. Install base coat to flashing surfaces according to manufacturer's written instructions. Extend coating up vertical surfaces a minimum of 8 inches and out onto horizontal surfaces 6 inches. Back roll to achieve a minimum wet mil coating thickness as required by the manufacturer.
4. Install fiberglass or polyester reinforcement immediately into wet base coat. Extend reinforcement up vertical surfaces a minimum of 8 inches and out onto horizontal surfaces 6 inches. Install according to manufacturers written instructions.
   a. Lap adjacent flashing pieces of reinforcement mat no less than 3".
5. Roll the surface of the fiberglass or polyester to completely embed it into the wet base coat.
6. Mat must be fully encapsulated in base coat and not contain pin holes, voids, or openings.

3.7 FLUID-APPLIED MEMBRANE APPLICATION

A. Base coat and fiberglass reinforcement installation:
1. Install base coat directly onto substrate and spread coating evenly according to manufacturer's written instructions. Install primer as directed by manufacturer.

2. Back roll to achieve a minimum wet mil thickness according to manufacturer's written instructions.
3. Install reinforcement mat immediately into wet base coat. Roll surface of fiberglass to fully embed into wet base coat. Roll until fully saturated.
   a. Lap adjacent rolls of glass mat no less than 3". End laps shall be no less than 6".
   b. Lap onto flashing no less than 3".
4. Roll the surface of the mat to completely embed it into the wet base coat.
5. Allow base coat to cure a before installing top coat.
6. Reinforcement mat must be fully encapsulated in base coat and not contain pin holes, voids, or openings.

B. Top coat installation for field of roof and flashings:
   1. Priming of the base coat may be required if top coat is not applied within 72 hours of the base coat application. The base coat shall be lightly primed with manufacturer's recommended primer.
   2. Install top coat on flashings first. Extend coating up vertical surfaces a minimum of 8 inches and out onto horizontal surfaces.
   3. Install top coat directly over field base coat and spread coating evenly according to manufacturer's written instructions.
   4. Back roll to achieve a minimum wet mil thickness according to manufacturer's written instructions.
   5. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

3.8 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation every day and on completion, and submit report to the Owner.
   1. Notify Owner 48 hours in advance of date and time of final inspection.
   2. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.
   3. Additional inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

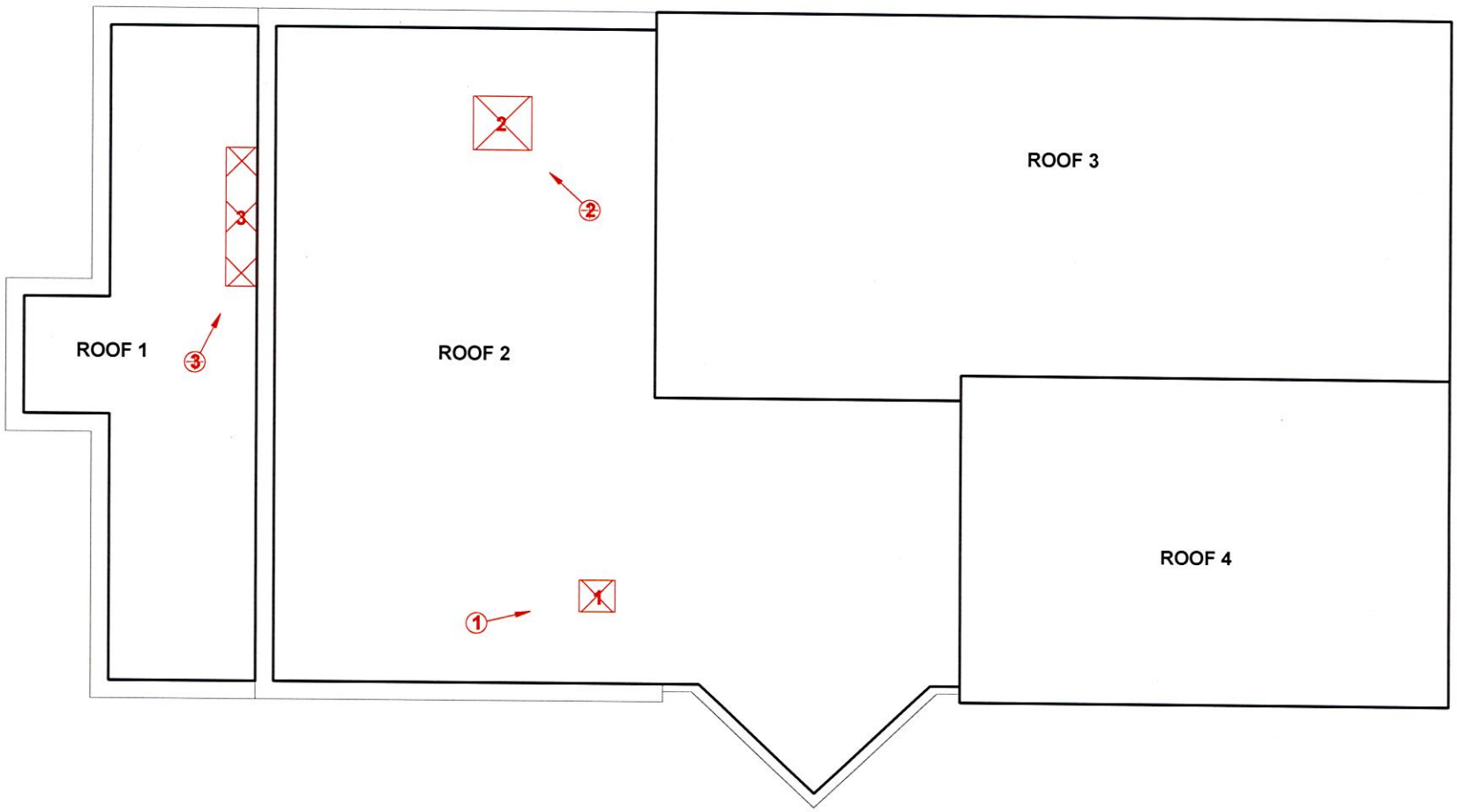
3.9 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 56 00.10



ROOF NUMBER	SQUARE FOOTAGE	WET SQUARE FOOTAGE
1	1,315	54
2	4,326	53
3	3,656	0
4	1,989	0
TOTALS:	11,286	107

WET INSULATION

THERMOGRAM VANTAGE

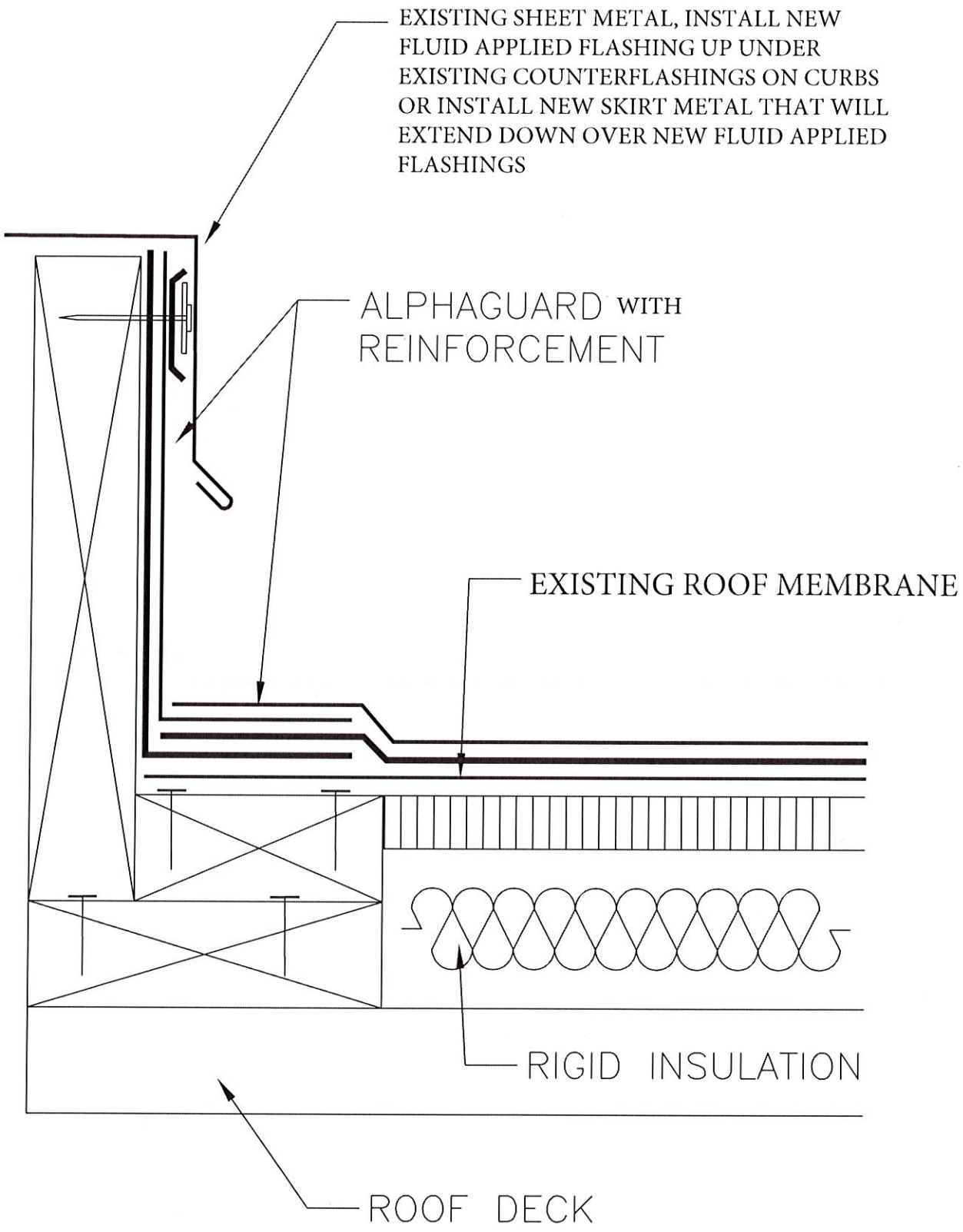
ALL PROJECTIONS, DIMENSIONS AND CONDITIONS TO BE VERIFIED BY THE CONTRACTOR

TREMCO

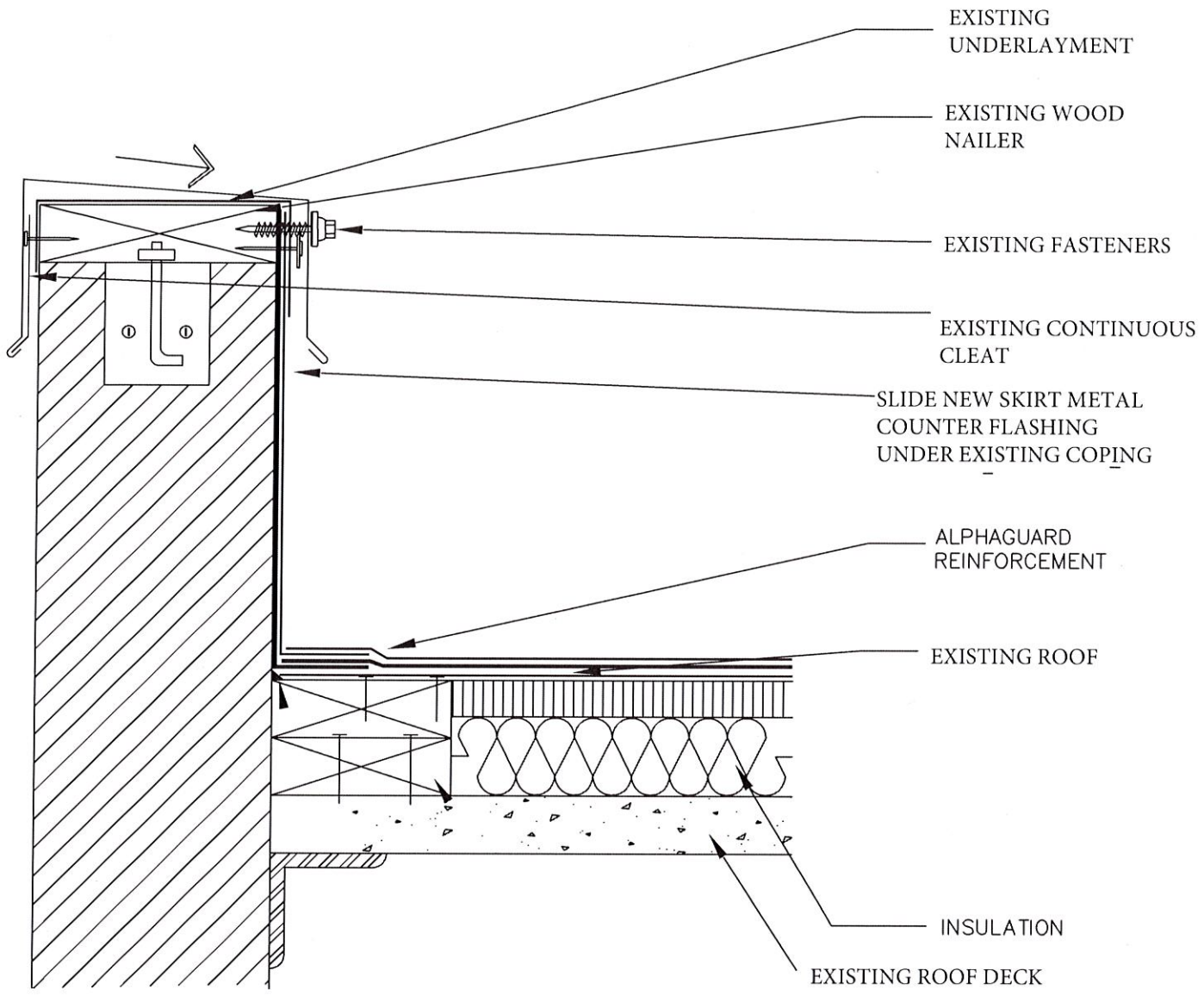
CITY OF JOPLIN - HEALTH DEPARTMENT
321 E. 4th Street, Joplin, MO

02/16/2017
SCALE 1" = 20'

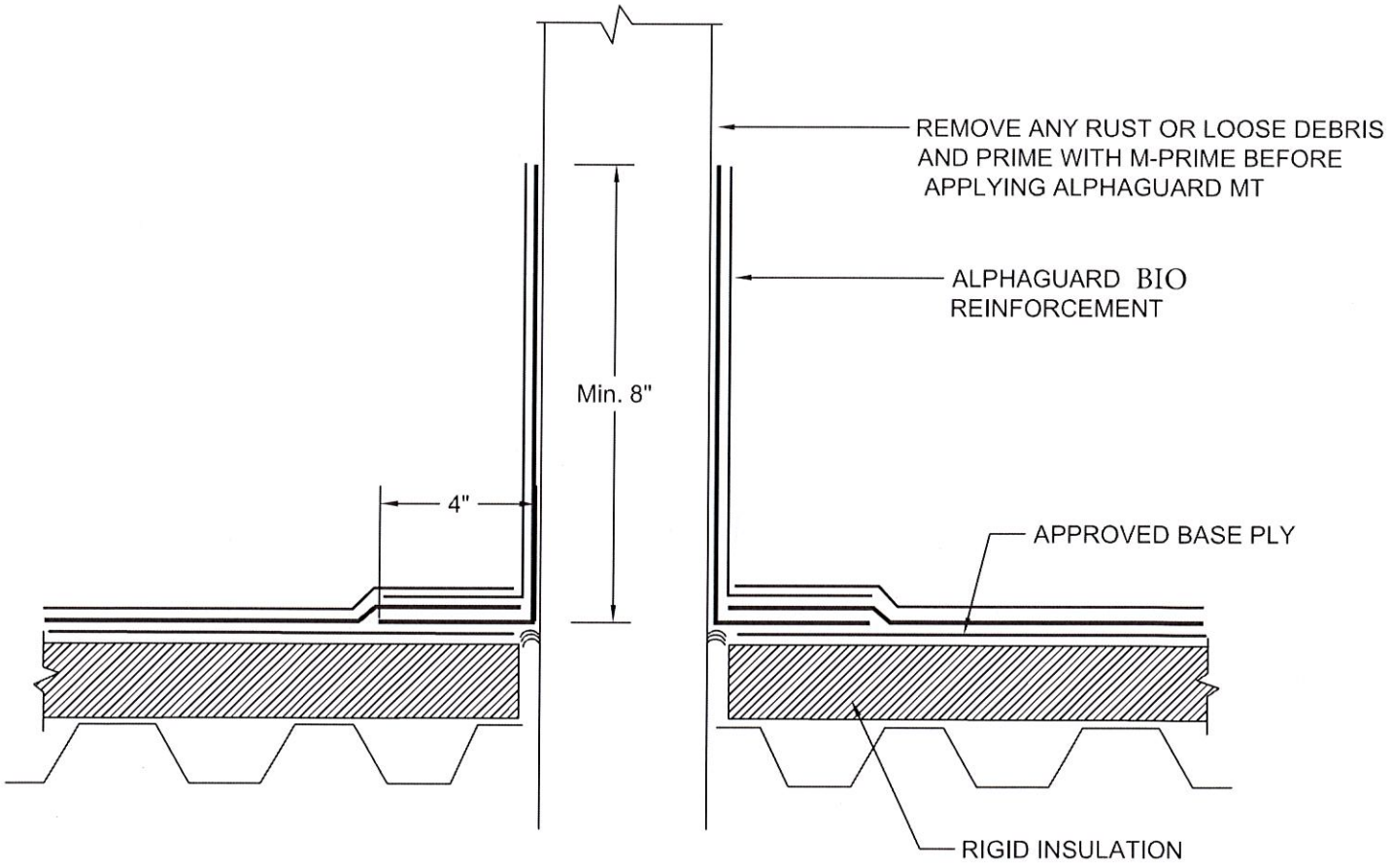
DRAWN BY: AJA



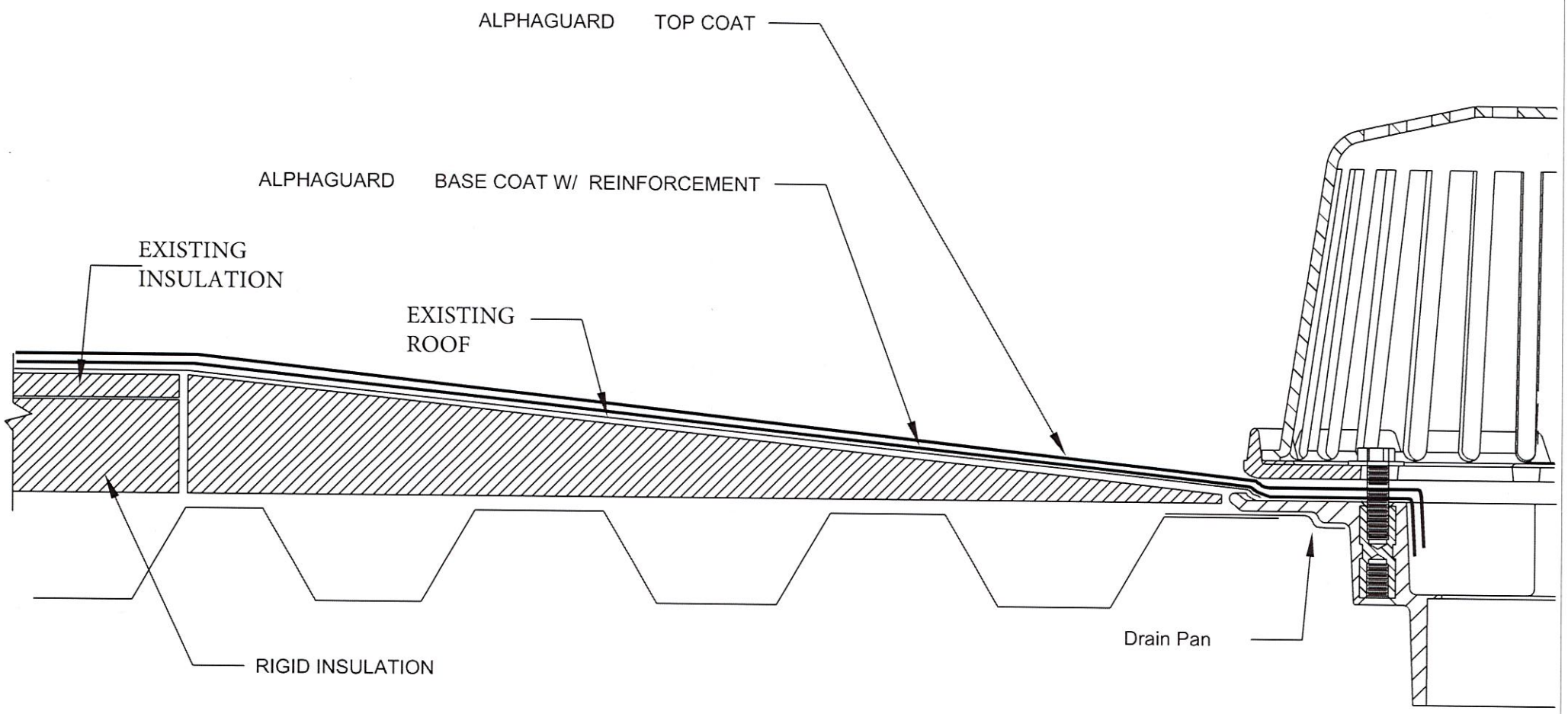
WOOD CURB DETAIL	SHEET TITLE: City of Joplin - Health Dept.	SCALE: NTS DRAWING No.:



COPING CAP	SHEET TITLE: City of Joplin- Health Dept.	SCALE: NTS DRAWING No.:



FLUID APPLIED ROOF RESTORATION	ROOF PENETRATION - METAL DECK W/ RIGID INSULATION
	City of Joplin - Health Department



DRAIN DETAIL

City of Joplin - Health Department

COUNCIL BILL NO. 2017-508 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, 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 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Twenty-Two Thousand Five Hundred Dollars and No Cents ($22,500.00) 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 _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 1, 2017

ITEM: COUNCIL BILL NO. 2017-508
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

DISCUSSION:
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 the explanation for the items in Schedule A:

- Amending the Fire Operations budget in the amount of $18,500.00 for vehicle repairs.
- Amending the Sewer Billing budget in the amount of $4,000.00 for furnishings for the Utility Billing Supervisor position. This was originally budgeted in the fiscal year 2016 budget. User fees cover the cost of the billing services.

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 $22,500.00.

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

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
24-Apr-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Fire Operations	001-6002-510-2020	Motor Vehicles Supplies			3,500
	Fire Operations	001-6002-510-4205	Vehicle Repairs			15,000
	Total General Fund			$	-	18,500
415	Sewer Fund					
	Billing & Collection	415-2002-540-8310	Furnishings			4,000
	Total Sewer Fund			$	-	4,000
	Grand Total			$	-	22,500

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 1, 2017

Council Bill No. 2017-604

Item: Agreement with Design Workshop for the development of an Independent Tourism Study for the Greater Joplin Tourism Region.

Attachments: 1) Agreement between COJ and Design Workshop
2) Exhibit A, Joplin CVB RFP-2017-18
3) Exhibit B, Design Workshop Initial Bid
4) Exhibit C, JCVB Bid Tabulations
5) Exhibit D, Staff Review and Ranking
6) Exhibit E, Design Workshop Scope of Work

Department Head:	Patrick Tuttle	Date:
Finance Director:	Leslie Haase	Date:
City Attorney:	Peter C. Edwards	Date:
City Manager:	Samuel L. Anselm	Date:

Introduction: This Council Bill seeks permission from Council for the City Manager to sign an agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region.

Background: Beginning in February 2016, working through the results of the Destination NEXT tourism survey, it was the desire of the Joplin Convention & Visitors Bureau (JCVB) staff and advisory board to develop a scope of work, write an RFP, and select a consultant to develop an Independent Tourism Study for the Great Joplin Tourism Region. The Destination NEXT findings identified several areas which needed attention or offered growth potential, but did not identify a strategic course of action. An Independent Tourism Study was the next logical step.

NOTE: The original title for this project was to develop a Tourism Master Plan. Through the process and working with tourism stakeholders it was felt the term "Master Plan" still had a negative view in the community. From their suggestion, the project title was changed to Independent Tourism Study. The intent of the project and the scope of work as listed in the RFP are unchanged.

Summary: 5 bids were received, reviewed and ranked by the JCVB staff. The Advisory Board provided oversight and participated in phone interviews with the top-3 bids; based on staff scoring. Staff made the final selection of Design Workshop, Aspen, CO. The cost of the Study is not to exceed Seventy-Three Thousand, Six Hundred and Forty ($73,640.00) dollars. Based on the timeline within the Scope of Work this cost will paid in part, Fifty Thousand ($50,000.00) dollars from the FY-17 budget, with the balance, Twenty-Three Thousand, Six Hundred and Forty ($23,640.00) dollars from the FY-18 budget.

Recommendation: JCVB Staff and Advisory Board recommend approval of this agreement.

COUNCIL BILL NO. 2017-604 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region.

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

Section 1. That the Agreement governing cooperation between the Design Workshop, Aspen, CO, and the City of Joplin, Missouri, for services to develop an Independent Tourism Study of the Greater Joplin Tourism Region on behalf of the Joplin Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CONTRACT NO._____

City of Joplin
Convention & Visitors Bureau
602 South Main
Joplin, MO 64801
417.625.4789

Design Workshop
120 East Main
Aspen, CO 81611
970.925.8354

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, 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 **Design Workshop** 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 2016-RFP-18 which Request For Proposal is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Consultant submitted a proposal dated December 27, 2016 which proposal is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City of Joplin bid sheet, herein as **Exhibit C**, indicates five (5) bids were received, and that these bids were reviewed and ranked to select the lowest and best Offeror for performing the services being sought by the Convention & Visitors Bureau staff, who's scoring are herein as **Exhibit D**;

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 E**.

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 E**.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in **Exhibit E** for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the scope of work completed by the Consultant.

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

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of 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. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **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 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 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 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 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.

15. 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.

16. **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.

17. **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.

18. 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.

19. **Consultant's Responsibility for Subcontractors**: It is further agreed that Consultant 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. 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 subcontractors 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.

20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

21. **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 indemnify and save harmless the City, its elected or appointed officials and employees from and against damages, costs (including reasonable attorney fees), losses, outlays and expenses to the extent carried by the negligent performance of services under this contract, or the work or any subcontract there under (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.

    C. The Contractor shall indemnify and hold the City of Joplin 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 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.

    E. 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.

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 referring 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, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

26. **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 on Affidavit of Compliance form. 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: _____
Sam Anselm, City Manager

CONSULTANT:

Design Workshop

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

RFP NO. 2017-RFP-18

DEVELOPMENT OF A TOURISM & HOSPITALITY MASTER PLAN

RFP Due Date: 10:00 A.M., Tuesday, December 27, 2016

Location: JCVB of Joplin
Convention & Visitors Bureau
602 South Main
Joplin, MO 64801

Staff: Patrick W. Tuttle, Director
Email: ptuttle@joplinmo.org

Phone: 417.625.4789 **Fax:** 417.624.7948

Proposals will be received by the Joplin Convention & Visitors Bureau at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten, on company letterhead and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

November 21, 2016
Issue Date

NOTICE TO BIDDERS

The JCVB of Joplin, Missouri will accept sealed bid proposals until **10:00 AM, TUESDAY, DEC 27, 2016** at the Convention & Visitors Bureau center located at 602 S Main**,** Joplin, Missouri, 64801 to PURCHASE the following:

DEVELOPMENT OF A
TOURISM & HOSPITALITY MASTER PLAN

Specifications and bid forms are available from **Patrick W Tuttle, Director** at the **Convention & Visitor Bureau** by calling **417.625.4789** 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.

Leslie Haase, CPA
Finance Director

Publication Date: November 21, 2016

PPJCVB OF JOPLIN, MISSOURI
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

C. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

D. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty days from proposal opening and for the specified contract period.

2. **SUBMISSION OF PROPOSALS**

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the specified department and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. **AWARDS**

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the JCVB may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the JCVB of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the JCVB; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. **OPEN COMPETITION**

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the specified department at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

JCVB OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS OF PURCHASE

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **INVOICES:** An original of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

C. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, JCVB may cancel this contract or affirm the contract and hold Seller responsible in damages.

D. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

E. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without the JCVB's written consent or any attempted assignment without such consent shall be void.

F. **TERMINATION OF CONTRACT:** The JCVB reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the JCVB. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the JCVB. If the contract is so terminated, the JCVB may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

G. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

H. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and be enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

L. 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 JCVB thereto. Provided, however, that claims for money due or to become due to the Contractor from the JCVB 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 JCVB. Any such assignment is expressly subject to all rights and remedies of the JCVB 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 JCVB to give any notice to any such assignee of any actions which the JCVB may take under this agreement, though JCVB will attempt to so notify any such assignee.

1.0 GENERAL INFORMATION

1.1 The Joplin Convention & Visitors Bureau (JCVB) seeks assistance in developing a **Tourism & Hospitality Master Plan** for the greater Joplin Tourism Market, focused on the following items, but not limited to these items.

1.2 The respondent is encouraged to outline their overall process and how they will incorporate these items. Please indicate a timeline and recommended number of visits to Joplin.

2.0 SCOPE OF WORK TO BE PERFORMED

2.1 Identify capital and infrastructure improvements needed to support the tourism and hospitality industry's sustainability and promote growth. Provide a management tool to prioritize the use of resources to achieve general and specific goals established through the process

2.2 Identify new and existing tourism & hospitality areas and visitor markets for development, in respect to existing and forecasted visitor trends.

2.3 Determine how the JCVB might better align its relationship with local and regional assets to increase tourism demand within the Joplin region; daily and overnight.

2.4 Place an emphasis on projects and programs that encourage weekend and longer-term stays. Develop collaborative approaches with targeted market segments.

2.5 Include a long-range capital tourism improvement plan for the Joplin-based hotels.

2.6 Increase the positive awareness to the local public on the impact Joplin-based tourism & hospitality assets have on the community. Develop a sustainable local communication plan to support this.

2.7 Identify partnership opportunities among industry members, the private sector and local institutions, to include neighboring municipalities for marketing purposes as well as funding and capital investment strategies. Identify sustainable financing and funding models.

2.8 Identify program and project intersects between the JCVB, Joplin Department of Parks & Recreation, Joplin Sports Authority, and key local, tourism related organizations. Develop recommendations to increase the synergy and effectiveness of future collaboration.

2.9 Provide a comparison of the Joplin tourism market to surrounding larger markets within a 2-hour drive, highlighting the factors which impact our tourism & hospitality infrastructure.

2.10 Detail models/polices for interaction with municipal planning and development in a manner that supports tourism development goals and objectives.

2.11 Assess the JCVB's current tourism operations, manpower, functions, and budget, and recommend improvements and resources required to successfully implement the Tourism & Hospitality Master Plan.

2.12 Detail ways to increase tourism visitation and spending through strategic tourism investment, product development, and targeted marketing efforts.

2.13 Identify and address State and local legislative and regulatory issues regarding, land-use, tax policies, etc. necessary to achieving goals and objectives.

3.0 DELIVERABLES

3.1 The underlining effort of developing a Tourism & Hospitality Master Plan is to 1) increase demand for the hotels, restaurants and attractions within the Joplin tax base, and 2) enhance the region as a drive-to destination with emphasis on improving #1.

3.2 The JCVB seeks a final document which will serve as a road map indicating regional tourism & hospitality assets which should continue to be, or more greatly be, promoted, tourism & hospitality areas which may not be at the forefront but should be, and what types, if any, private and/or public partnerships should be sought.

3.3 The JCVB recently completed DMAI Destination NEXT and a TwoSix Digital Marketing Survey. These findings should be included in the data collection phase. Additionally, 300+ raw results are on file from a conversion survey following requests for the JCVB Visitors Guide.

3.4 The development of a Tourism & Hospitality Master Plan for the City of Joplin should take into consideration assets such as hotels, restaurants, nightlife, retail, air and ground transportation, geography location, trails and recreation, and sporting events. Weigh the (+/-) impact tribal casinos across the Oklahoma border present. What meeting/event limitations should the region address – conventions, trade shows, attractions and sporting events. Identify capital and infrastructure improvements needed to support the existing tourism and hospitality industry's sustainability and promote growth.

4.1 MINIMUM BID REQUIREMENTS

4.1 Content Requirements - Each Proposal shall include the following:

The Proposal must detail how the Contractor will provide the Scope of Work required by this RFP and the cost of providing those services. Proposal costs submitted should reflect a detailed timeline for completion of work. Contractors are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

4.2 Company Profile - Provide the following information relative to your firm:

A. Firm name and business address, including telephone, along with point of contacts phone and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

4.3 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

4.4 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the JCVB must approve the new member.

4.5 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFP; including, but not limited to work detailed in 2.0.

4.6 References

Each Contractor must furnish a minimum of three (3) references. At least two (2) of the three (3) references should be tourism related and from organizations of similar size and complexity as the Joplin CVB. 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 JCVB.

5.0 ADMINISTRATIVE REQUIREMENTS

5.1 RFP Schedule

The JCVB anticipates that the following timetable will apply to this RFP. The dates following the November 16, 2016 RFP issue date are subject to change:

Activity	Date
RFP issued	November 21, 2016
Proposal Submission Deadline	December 27, 2016
Proposed Selection Date	January 5, 2017
Contract Discussions Conclude	January 14, 2017
Contract Effective Date-Council Approval	January 19, 2017

6.0 PROPOSAL EVALUATION AND SELECTION

6.1 Proposal Evaluation Process

Proposals, which the JCVB determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the JCVB Staff and JCVB Advisory Board. The JCVB reserves the right to request Contractors to make telecom presentations at the Contractor's sole cost and expense, addressing Contractors' ability to achieve the objectives of this RFP. Proposals will be evaluated, in part, according to whether the Contractor meets the minimum qualification and submits a proposal complying with all of the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

- 50% Cost of proposal – must contain a cost for each project/process recommended as well as a “not to exceed” amount.
- 20% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 15% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 10% References – will be based on references submitted as part of RFP, but can include clients not submitted.
- 5% Staff - capability and availability of professional staff to serve the project in a competent and timely manner.

6.2 Responsibility for Costs

The Contractor 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 JCVB assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Contractor, the evaluation of Proposals, or the selection of any Contractor for further negotiations.

7.0 FORMAT AND CONTENT OF PROPOSAL

7.1 Proposal Terms and Conditions - The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

7.2 Interviews

The JCVB reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The JCVB will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

7.3 Request for Additional Information

The proposer shall furnish such additional information as the JCVB of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The JCVB reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

7.4 Acceptance/Rejection/Modification to Proposals

The JCVB 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.

7.5 Proposals Binding

All proposals submitted shall be binding for ninety (90) calendar days following the opening.

7.6 Proprietary Information

In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the JCVB of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the JCVB.

7.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the JCVB reserves the right to purchase same or like services from other sources the JCVB deems necessary and appropriate.

7.8 Late Proposals

Proposals received by the JCVB 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 JCVB of Joplin is not responsible for the U.S. Mail or private couriers in regards to 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.

7.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The JCVB 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.

7.10 Execution of Agreement

It is anticipated the JCVB will make their selection of a firm by January 5, 2017. The successful proposer shall enter into a contract with the JCVB for the performance of work awarded. 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.

8.0 SUBMISSION OF PROPOSALS

In order for the JCVB 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.

8.1 Submission Format

1. Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. Table of Contents.
3. Letter of Transmittal - Limit to one (1) or two (2) printed pages.
4. Requirements – as listed in 1.3 thru 1.5 of the RFP.

8.2 Offer and Schedule of Professional Fees and Expenses

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

9.0 PROVIDE A COMPLETE BREAKDOWN OF COSTS TO SUPPORT EACH TASK PROPOSED.

Task to complete the Scope of Work described the associated fees and as described in the Offeror in the form of a retainer, billed and paid monthly.

1. _____ Not to exceed $ _____

2. _____ Not to exceed $ _____

3. _____ Not to exceed $ _____

4. _____ Not to exceed $ _____

5. _____ Not to exceed $ _____

6. _____ Not to exceed $ _____

7. _____ Not to exceed $ _____

8. _____ Not to exceed $ _____

10.0 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

10.1 The JCVB will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The JCVB shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the JCVB.

10.2 The JCVB 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.

10.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

10.4 The JCVB will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

10.5 The JCVB 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.

10.6 The JCVB reserves the right to reject any and all proposals and to waive minor irregularities. The JCVB further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the JCVB to do so.

Direct inquires for technical questions to:

Patrick Tuttle
Joplin Convention & Visitors Bureau
City of Joplin
602 South Main
Joplin, Missouri 64801

Email: ptuttle@joplinmo.org

11.0 Proposal Due Date

Sealed proposals with one (1) original and five (5) complete copies will be received at the Finance Department no later than 10:00 a.m. December 27, 2016. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
JOPLIN CONVENTION & VISITORS BUREAU
PATRICK TUTTLE, DIRECTOR
602 SOUTH MAIN
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2016-RFP-18: DEVELOPMENT OF A TOURISM & HOSPITALITY MASTER PLAN."

12.0 Forms and Attachments

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

AFFIDAVIT OF COMPLIANCE
RFP# 2016-RFP-18

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____

_____

_____

_____

_____

_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name _____ **ADDENDA**

By _____ Bidder acknowledges receipt of the following amendment:
(Authorized Person's Signature)

Addendum No. _____ Date

_____
(Print or type name and title of signer) Addendum No. _____ Date

Company Address_____ Addendum No. _____ Date

_____ Addendum No. _____ Date

_____ Addendum No. _____ Date

Telephone Number _____ Email _____

FAX: _____ FEID No._____

Date: _____

JCVB OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL # 2017-RFP-18

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF PROPOSALS TO: CITY OF JOPLIN, CONVENTION & VISITORS BUREAU, 602 SOUTH MAIN, JOPLIN, MO 64801.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR RFP NO. 2016-RFP-XX FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE JCVB OF JOPLIN FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

PHONE NUMBER _____ DATE _____

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City of Joplin and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF JCVB
Convention & Visitors Bureau
602 South Main
Joplin, MO
417.625.4789

NAME, ADDRESS & PHONE OF CONTRACTOR

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, 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 _xxxxxxx_ 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 2016-RFP-xx which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 27, 2016 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 xx;

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 xx.

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 xx.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit xx for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the scope of work completed by the Consultant.

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

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of 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. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **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 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 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 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 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.

15. 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.

16. **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.

17. **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.

18. 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.

19. **Consultant's Responsibility for Subcontractors**: It is further agreed that Consultant 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. 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 subcontractors 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.

20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

21. **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 there under (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.

    C. The Contractor shall indemnify and hold the City of Joplin 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.

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 referring 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, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

26. **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 on Affidavit of Compliance form. 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: _____
Sam Anselm, City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

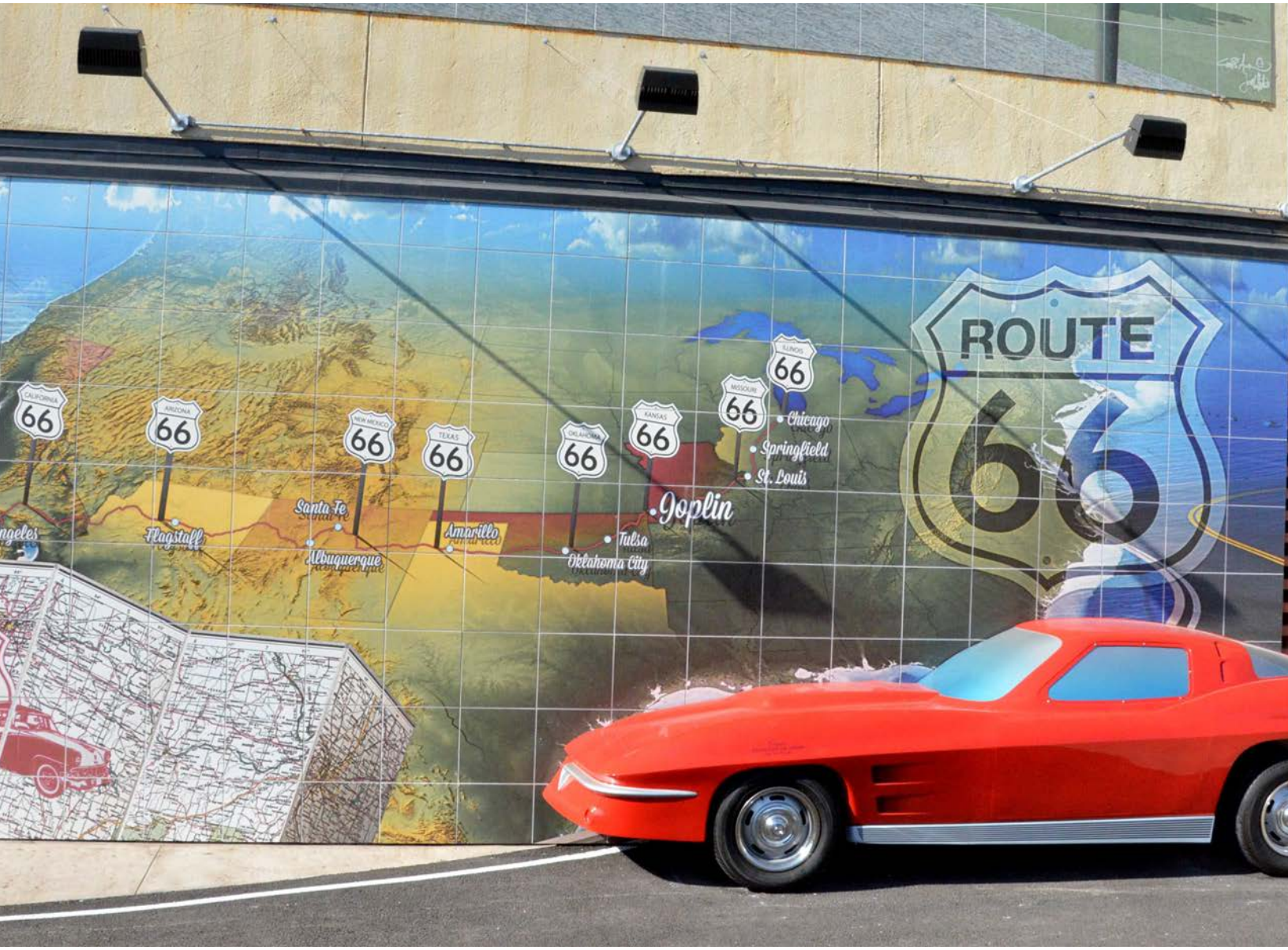
APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

PROPOSAL FOR

JOPLIN TOURISM + HOSPITALITY MASTER PLAN

DECEMBER 27, 2016



PREPARED BY

DESIGNWORKSHOP

120 EAST MAIN
ASPEN, CO 81611
970.925.8354



JOPLIN LIBRARY STAKEHOLDER ENGAGEMENT | Joplin, MO

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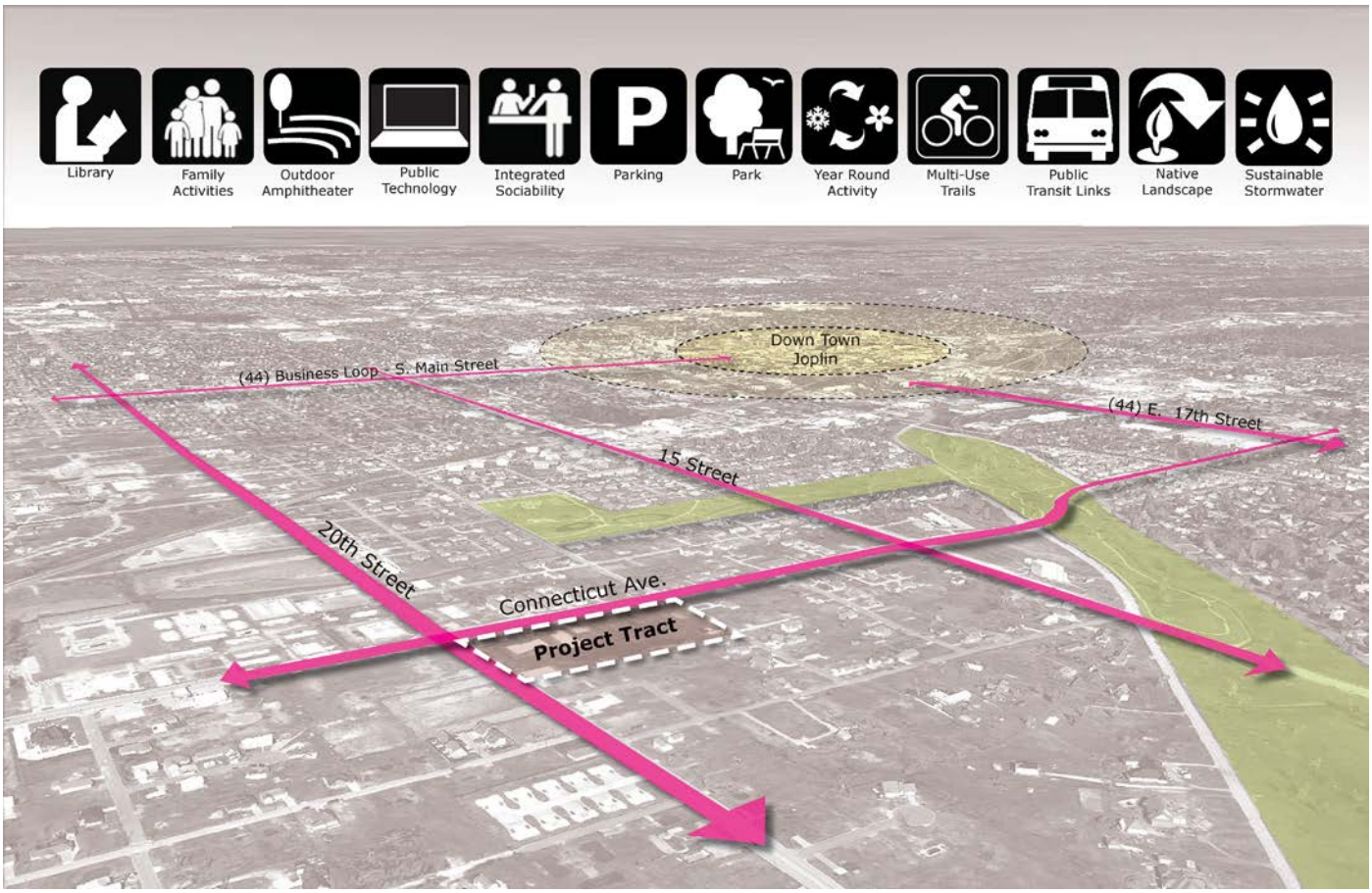
COVER: ROUTE 66 MURAL JOPLIN MO





JOPLIN LIBRARY SYNERGY DIAGRAM | Joplin, MO

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

120 E. Main St.
Aspen, CO 81611
970-925-8354
970-920-1387 fax

designworkshop.com

December 22, 2016

Patrick Tuttle, Director
Joplin Convention and Visitors Bureau
602 South Main
Joplin, MO 64801

RE: An Implementable Tourism and Hospitality Master Plan

Dear Patrick:

Joplin is a city with a strong community fabric – neighborhoods and leaders coming together to redevelop and rebuild, overcoming natural disasters. We learned a great deal about the resilient character of the people of this community through our stakeholder engagement, site planning, and landscape design services for the Joplin Library over the past few years. A variety of businesses and public services create a strong economic framework in the region. Business growth is impressive since 2011, with 250 new businesses and most of the damaged 500 businesses rebuilt.

Joplin desires to create an identity as a visitor destination to grow its tourism and hospitality sector. The Joplin CVB wants to create an identity and tourism infrastructure that leverages its built and natural resources, such as arts and culture, recreation, almost 1,000 acres of parks and trails, its location at the intersection of the Ozarks and the Great Plains, Grand Falls, the city's historic mining history, sports, the allure and historic significance of Route 66 and the Main Street downtown district, the citywide trolley system, lodging, local dining, festivals and events including the Boomtown Run, creating a year-round tourist destination.

We Can Help

We have closely studied the attributes of successful destination tourism communities and regions for over 40 years. We have also helped many of these communities create or update their tourism plans. We have explored all aspects, including their built and natural tourism assets, environment, management, physical design, transportation, marketing, branding, image and economic sustainability. We have tracked the past successes of communities, those already dependent on tourism and those desiring to grow that economic sector. One of the main lessons we have learned is that expectations of visitors do not increase at a steady pace but grow exponentially with new technologies, changes in modes of communication, comparing experiences at other places, and expecting a hassle-free vacation.

For tourism to be a substantial economic driver, multiple agencies, organizations and businesses must work collaboratively toward a common goal. Tourism is dynamic and successful tourism and hospitality development is focused on creating a solid and comprehensive business plan, used to manage the benefits and challenges of tourism economics, e.g. the boom and bust cycles often related to the seasonal swings of many tourist destinations.





SOURCE: WIKIMEDIA COMMONS (JERRY & ROY KLOTZ MD)

You will find an overview of relevant experience in our proposal. We have successfully created a Tourism Marketing Plan for Teton County (Jackson Hole region), Wyoming; a multi-use plan for the 200 square mile region of Pikes Peak, Colorado (which involved over two dozen local, state and federal agencies); a regional Tourism Development Master Plan for North Lake Tahoe, which was followed a few years later with a Tourism and Community Investment Master Plan. Through our work completing the Comprehensive Plan for the City of Branson, we become familiar with visitor dynamics in the southern Missouri region, an extremely popular destination for people from other areas of Missouri and states throughout the US. A major component of many of our park system master plans includes tourism planning and collaborating with chambers of commerce, convention, visitor and sports bureaus, resulting in grand visions for place-making and event hospitality.

What You Will Get from Our Team

- You will get a candid assessment of the trends, current conditions, image, marketing message, promotional efforts, tourism infrastructure, delivery of experience, etc.
- We will employ clear methodologies and tools - when empirical data is not available, we will be clear that we are relying upon our experience and observation. You will get a custom approach – we would be happy to show you our previous work. You will see that it is specifically created for each client.
- Skilled stakeholder facilitation and a transparent and dynamic approach to collaboration
- Creative and innovative approaches to positioning and marketing of tourism destinations, and for presenting them to their key audiences
- Recommendations that inspire visionary thinking, yet are grounded in practicality
- A road map you can use to create partnerships, compelling promotion, local and regional identity, strategic infrastructure and to deliver a memorable visitor experience
- A commitment to a long-term working relationship and dedicated involvement in implementation of recommendations as appropriate

I am honored to lead the Design Workshop team, lending my expertise in tourism, community planning, and economic and marketing-related consulting. I am supported by a team with skill sets in community planning, public engagement, coalition building, urban design, project management, branding and wayfinding. We have a strong relationship with local engineers Olsson and Associates and recommend their involvement for transportation related evaluations and recommendations. Also joining our team is Copeland & Brown to provide legal council regarding local and state considerations.

Thank you for considering Design Workshop for this amazing opportunity to work with the Joplin community. Please feel free to contact me or the project manager, Anna Laybourn, anytime at the phone numbers provided below.

Sincerely,

Becky Zimmermann, AICP
Principal
bzimmermann@designworkshop.com
303-887-6239

Anna Laybourn, AICP
Associate
agagne@designworkshop.com
970-399-1408



AVON LAKE STREET PEDESTRIAN + TOURISM ENHANCEMENT | Avon, Colorado

SCOPE OF WORK
PROJECT COSTS

TOURISM DEVELOPMENT MASTER PLANS – THE KEY TO FUTURE SUCCESSES

- Tourism has replaced historic economic bases in many communities throughout the U.S. While it has become an economic development strategy, few communities have put in place the tools to manage for long-term sustainability.
- A tourism economy needs to be carefully planned and the impacts of tourism growth carefully managed.
- Tourism planning is the process of integrating multiple environmental, economic and community issues. It must explore every aspect of a community including: environment, management, physical design, marketing, image, and finance.
- A sustainable tourism economy should be foremost in all tourism planning projects. A sustainable tourism economy is one that supports the long-term interests of local residents as well as those components that attract visitors.
- Tourism needs investment in order to be sustainable.
- Tourism planning and implementation requires a cooperative effort from both the public and private sectors of a community (or region).

A TOURISM DEVELOPMENT MASTER PLAN EXAMINES AND COMPLETES A STRATEGIC DIRECTION FOR A COMMUNITY OR REGION.

THIS IS A BUSINESS PLAN FOR THE COMMUNITY THAT ADDRESSES ISSUES SUCH AS:

- Physical Planning and Design - Environment, visitor infrastructure (transportation, amenities, accommodation, signage, welcome centers, etc.), visual impression and the most notable part of the visitor experience.
- Marketing - The image, the market, and a plan to reach that market.
- Service -Hospitality, treatment and care of visitors.
- (Management) Implementation Entities - Institutions, agencies, governments, businesses needed to implement the plan.
- Finance - Economics of tourism (cost/benefit), financing tourism development and operation – identifying where the money come from for different activities.



SOURCE: DESIGN WORKSHOP- BRANSON COMPREHENSIVE PLAN UPDATE: BRANSON, MO

SCOPE OF SERVICES

First, the Design Workshop team will learn about the key questions the Joplin Convention & Visitors Bureau (JCVB) and stakeholders desire to be addressed through this work. We will organize our efforts to reach conclusions and provide recommendations. Initially, we understand your questions to include these items and we look forward to revising and adding your own words to them:

- What are Joplin's current assets for tourism and hospitality? What is effective and ineffective in how we communicate our offerings?
- What is Joplin's brand, identity and attraction to current and potential visitors?
- What is the collective objective vision of what Joplin might become as a tourism destination?
- How do we compare with other regional communities? What do we need to do to compete?
- How can we organize to achieve common objectives? What institutional support is necessary? How can tourism development and delivery of hospitality be organized, managed and funded?
- How do we make and prioritize our investments?
- What actions can we take that will result in encouraging longer-term guest stays?
- How can we encourage our local community to promote tourism and hospitality from within?

Beyond these core questions, our team is equipped to assist answering issues and needs that are likely to arise through this process; such as providing a more robust and inclusive public process or lending our wayfinding and signage expertise. Our scope of work highlights key tasks that are essential for creating a Tourism and Hospitality Master Plan and identifies optional tasks that will add value to the outcome.

We have outlined tasks and deliverables for this project in three main phases:

PHASE I: DEVELOPING THE CONTEXT

PHASE II: DEVELOPING RECOMMENDATIONS

PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION

While the following scope is organized in a linear manner, many of the tasks may proceed in parallel or concurrently as shown in the project schedule. The scope of work outlines interim deliverables, roles and responsibilities.

PHASE I: DEVELOPING THE CONTEXT

TASK 1.1 – PROJECT STARTUP AND ORGANIZATION

Forming a Tourism Working Group (TWG) will be one of the first steps in launching the project. This group should include a range of stakeholders representing the JCVB, Chamber of Commerce, City, economic development, lodging, hospitality, attractions, recreation, and sports interests. Design Workshop will provide direction for their roles, prepare meeting agendas and facilitate meetings, starting with the project kick-off.

We will utilize a Strategic Kickoff (SKO) worksession to effectively launch the project and organize the team which will include key JCVB staff members and leadership. The purpose of the meeting will be to:

- Define roles, responsibilities and communications procedures
- Confirm a detailed project schedule and document review process
- Identify resources that may be useful to the plan creation process
- Discuss past accomplishments
- Define topics for additional research and evaluation
- Establish project goals and desired outcomes
- Review the Stakeholder Engagement Plan, confirming responsibilities and resources

Design Workshop will review past reports, studies, and plans and create a memo to summarize their relevant goals, initiatives, and findings. We anticipate reviewing the following document (among others that may be suggested by the Tourism Working Group - TWG):

- 2012: City of Joplin Comprehensive Plan
- 2015: MO Department of Tourism Annual Report
- 2015: MO Economic Report
- 2016: Joplin Historic Preservation Plan
- City Long-term and Annual Community Development Plans including the Consolidated Plan, Neighborhood Redevelopment Plans, and Action Plans
- DMAI Destination NEXT and TwoSix Digital Marketing Survey

DELIVERABLES

- One (1) day of meetings with the project manager and staff, facilitated workshop with the Tourism Working Group, and a site tour to become familiar with major attractions and opportunities
- Detailed project schedule
- Internal project communication plan
- Critical success factors, dilemma, thesis and project goals documentation
- Stakeholder Engagement Plan
- Summary of relevant past reports, studies, and plans

TASK 1.2– SITUATIONAL ANALYSIS

The purpose of the Situational Analysis is to describe the current condition of and trends in national tourism dynamics, regional/local tourism development and operations, and community development. The result will be an understanding of the macro level travel industry and how Joplin fits into it. Design Workshop will complete the following:

- Collect data to create an inventory of existing and proposed Joplin area tourism and hospitality areas. These areas will be expressed in a diagram/map for communication purposes.
- Examine Joplin tourism and hospitality development trends, changes in travel patterns, trends in visitor statistics, duration/time of stay, etc.
- Delineate local travel patterns, visitor demographics, visitor services, tourism infrastructure, etc.
- Define strengths, weaknesses, opportunities and threats (SWOT) as they relate to Joplin's tourism and hospitality sectors.
- Identify what entities, agencies, businesses, etc. are doing relating to visitor services and tourism development (i.e.,where are the overlaps and the gaps?)

DELIVERABLES

- Existing Joplin tourism/hospitality areas, visitor services, and tourism infrastructure inventory and diagram/map
- Tourism and hospitality trends, visitor demographics and travel patterns report
- SWOT memorandum

TASK 1.3 –WORKING GROUP MEETINGS AND WORKING PAPERS DEVELOPMENT

The Design Workshop team will engage the TWG (formed at the project start-up) to draw out their collective knowledge and develop an understanding of their various perspectives. We will facilitate three (3) meetings throughout the project schedule. We will rely on the members and perhaps work groups to participate in research, outreach, and evaluation steps between meetings.

One of the tasks will be to direct the TWG to develop Working Papers on various topics that will inform the Tourism & Hospitality Master Plan. The Working Papers will be data driven reports; including current conditions, challenges and opportunities. The Working Papers are intended to be succinct and may be included in the appendix of the final report. There are many topics that could be included, but at a minimum, we would like to more fully understand:

- Lodging and hospitality
- Redevelopment and economic strategic plans and projects
- Market position and strategy (including branding, identity, wayfinding)
- Marketing, advertising, communication
- Visitor services and facilities
- Transportation
- Recreation, sports, culture and arts
- Institutional and management structure
- Finance and funding

If the TWG is unable to produce a Working Paper for any of these topics (or supplementary information is needed) the consultant team will conduct interviews, research, and prepare the documents as an Additional Service.

DELIVERABLES

- Three (3) facilitated meetings occurring at project milestones
- Meeting agendas and meeting notes
- Working Papers review, formatting and editing for consistency

TASK 1.4 – COMPETITIVE ANALYSIS

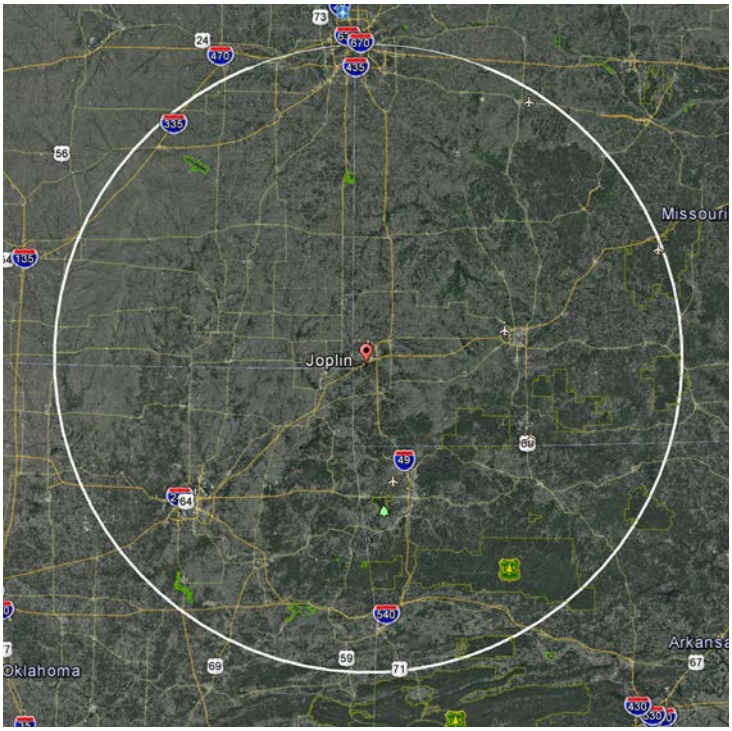
The purpose of the Competitive Analysis is to answer these questions: What are competitive cities' tourism strategies, identity, and message? What public investments have been made in these cities? What are their sources and amount of funding? What is their market positioning? Who is their primary market? Where do they see the future for their city? What are their biggest issues and how are they dealing with them? The result of this analysis will be an understanding of how Joplin compares to other competitive destinations.

Design Workshop will provide a comparison of the Joplin tourism market to surrounding larger markets within an approximately 2-hour drive (i.e., Springfield, Tulsa, Kansas City, Wichita, Oklahoma City, Fayetteville, Branson) highlighting the factors which impact tourism and hospitality infrastructure.

DELIVERABLES

- Competitive Analysis Report profiling up to six (6) cities

Joplin 140 Mile Radius Exhibit



OPTIONAL PHASE I TASKS

For your consideration, the following list of optional tasks are often completed as part of a toursim master plan and will add depth to the level of understanding and provide more robust public engagement.

A. FOCUS GROUP MEETINGS

Focus group meetings provide the opportunity for in-depth topic based discussion and

discovery with a select group of experts and people with unique perspectives. Design Workshop proposes coordinating these meetings to gain an understanding of the concerns, opportunities, values and needs of stakeholders. Input will be gained through facilitated discussions and map exercises. We anticipate organizing invite-only focus groups (maximum of 25 people per focus group) into the following topics:

- Lodging, Hospitality and Visitor Experiences
- Regional Tourism Partnerships
- Marketing and Communications
- Local Businesses and Organizations Roundtable

B. FACILITIES AND INFRASTRUCTURE ASSESSMENT

To supplement information that can be learned from the TWG and existing reports/studies, we suggest additional assessment may be useful. The capacity, condition, and quality of transportation infrastructure, event facilities, lodging, and physical attributes of visitor service facilities will be evaluated. This task will include on-site inspections as needed, interviews with facility managers, and the preparation of summary reports that will inform details of the facilities and infrastructure recommendations.

C. COMPARABLE ANALYSIS

A Comparable Analysis evaluates tourism strategies from cities that may not be competitive with Joplin (located within a 2-hour drive) but provides case studies or "lessons learned" for Joplin to consider. Tasks including engagement of the TWG and Focus Group interviews will help inform the selection of comparable cities and tourism attractions. Design Workshop will create a report with imagery, profiling the unique aspects of these cities and highlighting the aspects of their strategies that are relevant to Joplin.

D. GENERAL PUBLIC ENGAGEMENT

If it is determined that additional input or buy-in from the general public is needed, Design Workshop is prepared to provide survey services or public meeting hosting.

PHASE II: DEVELOPING RECOMMENDATIONS

TASK 2.1– RECOMMENDATIONS, PRIORITIZATION, RESOLUTION OF CONFLICTING GOALS

The purpose of Task 2.1 is to provide recommendations for investing in the enhancement of Joplin and the tourism economy. Goals and criteria for prioritization will be reviewed with the TWG for refinement.

Design Workshop will develop information for the following evaluation criteria:

- Investment choices will be projected and their potential outcomes assessed
- Lodging/hotel long-range capital improvement needs
- Facilities and infrastructure improvement needs
- For marketing, funding, and delivery of visitor services purposes, identify partnerships needs among industry members, the private sector, local institutions, and neighboring municipalities

DELIVERABLES

- Evaluation criteria matrix
- Goal statements informed by TWG input
- Initial recommendations and key initiatives report
- Short-term and long-term priorities list, refined with TWG input

OPTIONAL PHASE II TASKS

For your consideration, the following list of optional tasks provide expanded recommendations and products and provide more robust public engagement.

A. BRANDING, WAYFINDING, IDENTITY AND COMMUNICATIONS PLAN

The Tourism and Hospitality Master Plan recommendations are likely to include general recommendations for changing branding, wayfinding, identity and communications. This task includes the development of many of the tools needed to implement those ideas and provides graphic and communication features that are seamlessly provided by our team.

B. MANAGEMENT AND OPERATIONS PLAN

A detailed evaluation of staffing, organizational structures and partnerships, budget allocations, and past funding sources will be conducted within this task to better understand tourism operations. The plan will include specific recommendations for roles and responsibilities, use of resources, and future needs to implement the Master Plan recommendations.

Recommendations for models/policies for interaction with municipal planning and development,in a manner that supports tourism development objectives and goals, will also be provided.

C. ECONOMIC IMPACT

An assessment of the economic impact that could be expected from each aspect of the Tourism Master Plan, if implemented, would create a sound case for the actions recommended in the plan. This would include a cost/benefit analysis of the individual investment choices.

D. LEGISLATIVE AND REGULATORY ISSUES EVALUATION

We have anticipated the need for a subconsultant specializing in legal review of state and local legislative and regulatory issues to join our team and collaborate in understanding implications for tax policies, land use, and other issues. The degree of expert review required will be determined once initial recommendations are developed.

E. PUBLIC MEETINGS/PRIORITIZATION WORKSHOPS

In addition to the TWG weighing in on the priorities and recommendations of the plan, Design Workshop could prepare a presentation and workshop to engage a wider-set of stakeholders and inform the public regarding the plan direction.

PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION

TASK 3.1 - DRAFT MASTER PLAN

Design Workshop will produce a detailed document outline for review and input from the client group and the TWG. This outline will include organizing concepts and a listing of anticipated topics. In general, we anticipate the Master Plan document to include:

I. Joplin Tourism Vision (a stand-alone inspirational and graphic document to briefly explain the concepts of the plan to the general public)

II. Summary of background data and context for the plan, including the analysis of data that led to specific conclusions

III. Policy and methods for the development of tourism with a sustainable future, both to the natural environment, as well as long-term sustainability applied to the economy of tourism

IV. A general projection of revenues to be derived from the investment approach selected and the relative returns that are projected as direct or indirect benefits to Joplin.

V. A list of short-term and long-term priorities for investment in tourism. This might include marketing, program development, new facilities, environmental preservation, operational opportunities, event development, management structure and infrastructure components (such as transportation improvements and recreational facilities)

VI. Specific recommendations for the improvement of the built environment, especially redevelopment opportunities, will be provided and will deal with land use, scenic quality and new facilities that have destination tourism qualities

VII. Visitor services and facilities needed to capture target market (both services and capital investment)

VIII. Target market

IX. Funding and financing models

X. Appendices: Process Materials and Working Reports

DELIVERABLES

- Draft document outline (framework)
- Writing style guide and sample, with document graphic design boards for approval
- Draft document (80 percent completed without appendices) in pdf format
- One (1) revision cycle of the Framework Document

TASK 3.2 - FINAL MASTER PLAN DOCUMENT

The Master Plan will serve as a guiding document to inform future tourism and hospitality decisions and direction. It will also communicate to the public and community organizations about services, offerings, and future plans.

DELIVERABLES

- Second document revision cycle: 90% complete (formatted graphic document)
- Final Master Plan Document in pdf format

OPTIONAL PHASE III TASKS

For your consideration, the following list of optional tasks are designed to aid the JCVB with plan implementation.

A. FUNDING AND ACTION PLAN

The JCVB may determine that additional assistance from the consultant team to direct Master Plan implementation is desired. This plan would detail JCVB and partner action steps, management of resources for undertaking initiatives, timing, funding shortfalls, and steps needed to pursue additional funding sources. Deliverables would include tracking sheets with metrics for internal operations and external relationship project completion.

B. PUBLIC PRESENTATION AND/OR MEETINGS WITH ELECTED OFFICIALS AND PARTNERS

Design Workshop would prepare a presentation of the Master Plan concepts and recommendations to be given to City Council, boards & commissions or other organizations and partners. An open house style public meeting with exhibit boards and a presentation may also be desired as a means of collecting public comment on the plan. The services of Design Workshop to conduct these presentations and public engagement opportunities could be employed within this optional task.

SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT-NOV		
2017											
PHASE 1: DEVELOPING THE CONTEXT											
1.1 Project Startup and Organization		▲ X									
1.2 Situational Analysis			X								
1.3 Working Group Meetings & Working Papers		▲		X	▲		▲				
1.4 Competitive Analysis				X							
PHASE 2: DEVELOPING RECOMMENDATIONS											
2.1 Recommendations, Prioritization, Goals					X						
PHASE 3: DOCUMENTING AND COMMUNICATING THE PLAN VISION											
3.1 Draft Master Plan						X					
3.2 Final Master Plan								X			
OPTIONAL TASKS FOR CONSIDERATION											
1A Focus Group Meetings			●								
1B Facilities and Infrastructure Assessment				X							
1C Comparable Analysis				X							
1D General Public Engagement/Survey				●							
2A Branding, Wayfinding, Identity and Communications					X		X			X	X
2B Management and Operations Plan							X				X
2C Economic Impact Assessment										X	
2D Legislative and Regulatory Issues Evaluation								X		X	
2E Public Meetings/Prioritization Workshop							●				
3A Funding and Action Plan										X	X
3B Public Presentation/meetings with Elected Officials									●		

Milestones and Completion Dates

▲ = Client/Consultant in Person Meetings
● = Public Engagement Event
X = Completion Dates

COSTS

		NOT TO EXCEED $
PHASE I: DEVELOPING THE CONTEXT		**$29,720**
1.1	Strategic Kickoff Workshop	$8,160
1.2	Project Management and Meetings with Leadership	$5,000
1.3	Working Group Meetings and Working Papers	$11,300
1.4	Competitive Analysis	$5,260
PHASE II: DEVELOPING RECOMMENDATIONS		**$16,000**
2.1	Recommendations, Prioritization, Resolution of Goals	$16,000
PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION		**$21,380**
3.1	Draft Master Plan	$14,360
3.2	Final Master Plan	$7,020
TOTAL LABOR COST:		**$67,100**

REIMBURSABLE EXPENSES	
Travel Expenses	$4,500
Internal Printing	$1,000
Printed Meeting Materials: Boards, Maps + Handouts	$2,500

OPTIONAL TASKS FOR CONSIDERATION	
1A. Focus Group Meetings	$7,080
1B. Facilities and Infrastructure Assessment	$3,000 to $8,000 TBD
1C. Comparable Analysis	$5,900
1D. General Public Engagement/Survey	$4,000 to $14,000 TBD
2A. Branding, Wayfinding, Identity and Communications	$22,220
2B. Management and Operations Plan	$9,060
2C. Economic Impact Assessment	$9,660
2D. Legislative and Regulatory Issues Evaluation	$4,000 to $8,000 TBD
2E. Public Meetings/Prioritization Workshop	$9,580
3A. Funding and Action Plan	$10,900
3B. Public Presentation/meetings with Elected Officials	$7,400



ASPEN PEDESTRIAN MALL | Aspen, CO

COMPANY PROFILE
ORGANIZATIONAL STRUCTURE
STAFF RESUMES

DESIGN WORKSHOP | FIRM PROFILE

Design Workshop is a landscape architecture, land planning, urban design and strategic services firm. We have been providing these services for almost four decades to developers, property owners, government agencies and other clients engaged in improvements to the land. In our years of practice we have evolved a proprietary approach and distinct culture.

ASLA 2008 LANDSCAPE ARCHITECTURE FIRM OF THE YEAR

ADDRESS

120 E. Main St.
Aspen, CO 81611
designworkshop.com
303.623.5186

YEAR ESTABLISHED

1969

INCORPORATION

Design Workshop is a fully incorporated company.

TOTAL STAFF

102

PRIMARY CONTACT

Anna Gagne Layborn
agagne@designworkshop.com
120 E. Main Street,
Aspen CO 81611
303.623.5186

LICENSURE

Principal and CEO, Kurt Culbertson is a licensed landscape architect in the state of Missouri

OUR SERVICES

Our range of services is comprehensive, embracing all of the key disciplines necessary for our planning and design assignments. We also offer capabilities in areas of specialization that provide expanded ease and value for our clientele:

- Landscape Architecture
- Land Planning + Urban Design
- Stakeholder Engagement
- Development Services
- LEED Compliance
- Master Planned Community Planning + Design
- GIS Mapping + Analysis Strategic
- Graphic Communication + Design

Over the last 46 years, we have had the opportunity to expand the breadth and sophistication of our firm. Our experience ranges from master plans for counties, planned communities, campuses, urban centers and resorts to detailed design for public parks, plazas, residences and streetscapes. We have continuously honed the collaborative dynamics of the workshops and the pursuit of the ideas and ideals that result in the best solutions for every assignment. This approach remains the hallmark of our firm.

OUR ORGANIZATION

Our company structure reflects what we've found to be the best way to deliver our services. We are large enough to afford exceptional talent and the substantial technological and management resources to accommodate the largest of projects with the flexibility to work with the most intimately scaled assignments.

ABOUT PROCESS

Planning and landscape architectural design are linear processes that build on logic and real conditions. Both inside and out we are committed to the "design workshop" model. Our approach is iterative, engaging all significant constituencies – our clients as well as public agencies, concerned citizens and special interests. We've perfected our communications skills to assure success in public acceptance and approvals. Delivering the highest quality is built into the structure of the firm as well as the way we deliver our work. Design Workshop has a defined quality process outlined in our Project Delivery System (PDS) that ensure that a quality plan is developed for each project. Quality standards, training and specific resources are developed by our Director of Quality Delivery and are monitored by representatives in each office.

BEING RECOGNIZED

One measure of our effectiveness is recognition by the industries we serve and from our peers. We have received scores of awards for our design and planning accomplishment from organizations including the Urban Land Institute, the Congress of New Urbanism, the American Society of Landscape Architects and the American Planning Association. ASLA honored Design Workshop with the 2008 Landscape Architecture Firm of the Year Award. We are also dedicated to giving back to our communities. We have established the DW Foundation, which donates time and materials to select community projects. Our people also contribute significantly to teaching, professional associations and other professional activities.

COMMUNITY + STAKEHOLDER ENGAGEMENT

Design Workshop's name underscores the firm's belief in the importance of engaging a broad spectrum of stakeholders in the process of envisioning, designing and implementing changes in a community. As such, DW is committed to involving a broad spectrum of stakeholders as part of its design practice. Our DW staff members have extensive experience interacting with stakeholders and facilitating fun, exciting and informative dialogue. In 2015, Design Workshop Principal Mike Albert led the production of the "DW Standards and Best Practices: Stakeholder Engagement," a 158-page guide on how to conduct effective outreach and ensure quality. The document is targeted for publication in 2017.



MARKET & ECONOMIC SERVICES

As a full-service planning and design firm serving a variety of public and private sector organizations over the last 45 years, Design Workshop has developed in-house market and economic analysis services (known as Development Services). Our professionals providing Development Services hold graduate degrees in Business and Real Estate and regularly work as part of design and planning teams within the firm. They bring a distinct economics based perspective to our planning teams and ensure that the realities of the market and development inform our plans and recommendations to clients. The team regularly completes market studies and economic analyses as part of DW's larger planning efforts or separately for individual clients. We have found that the integration of market investigation and economic analyses with planning results in a more responsibly executed project and significant savings of time and resources for our clients.

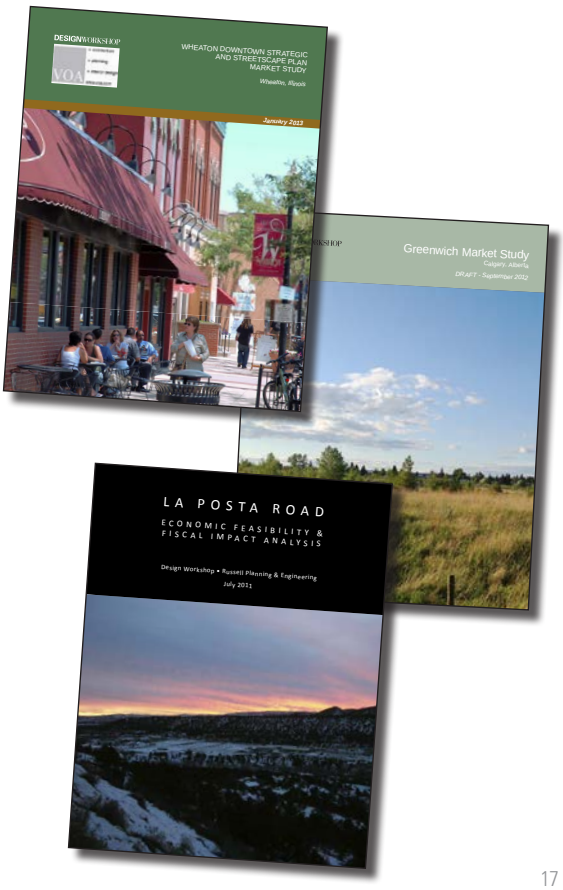
Our expertise includes market analysis, financial feasibility, development strategy, fiscal analysis, market positioning and development management. We have regularly performed demographic and economic analysis as part of Comprehensive Plans. These analyses examine the existing demographic and economic conditions of particular communities and also forecast future growth, based upon information gathered from the client, as well as local and state demographic agencies. Our economic analysis work helps comprehensive plan teams consider options for future land use plans, transportation plans and potential road, transit, or utilities expansions, and strategies for economic development and growth. We have authored the economic development chapters of numerous comprehensive plan documents and made presentations on a regular basis at community meetings concerning economics and demographics and how these factors affect preliminary and final plans for communities. We draw from our experience in completing market studies and feasibility studies for private and public clients in completing this work as part of community planning efforts.

- Community and political analysis
- Community governance
- Development strategies and programming
- Public Facilitation
- Feasibility studies
- Financial analysis
- Financial modeling
- Economic impact analysis
- Fiscal impact analysis
- Guidelines for sustainability
- Job and housing studies
- Market analysis
- Market research
- Market and sales strategy
- Master development planning
- Phasing and disposition strategy
- Project management
- Retail, office, residential, business park, light industrial, and mixed-use market research
- Retail development strategy
- Tourism master planning
- Zoning strategy and approvals

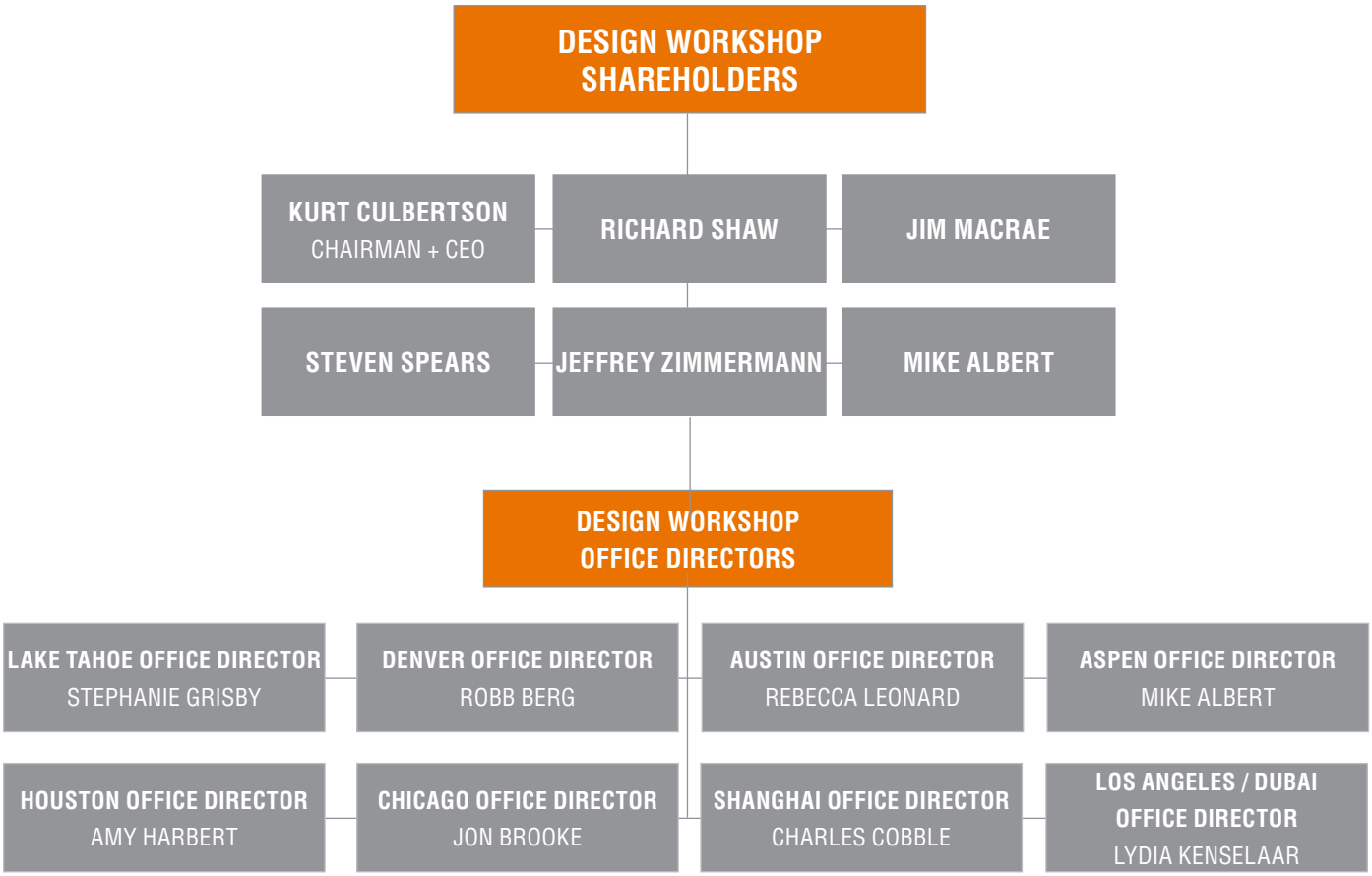
HISTORICAL & PROJECTED DEMOGRAPHICS BY CITY

		1990 Census	2000 Census	Change (1990 - 2000)	2010 Census	Change (2000 - 2010)	Total Change 2008 - 2040 (MARC)
Kansas City (Jackson County portion)	Population						30,763
	Households						19,114
	Employment						67,035
Independence	Population	112,374	113,288	101%	116,830	103%	27,354
	Households	45,358	47,390	104%	48,742	103%	12,383
	Employment				33,195		14,094
Raytown	Population	30,171	30,388	101%	29,526	97%	1,187
	Households	12,482	12,855	103%	12,104	94%	583
	Employment				9,755		903
Lee's Summit *	Population	47,161	70,700	150%	91,364	129%	40,636
	Households	17,870	26,417	148%	34,429	130%	19,843
	Employment				31,516		19,529
Lake Tapawingo	Population	649	843	130%	730	87%	144
	Households	261	350	134%	342	98%	53
	Employment				73		0
Blue Springs	Population	40,745	48,080	118%	52,575	109%	21,383
	Households	13,781	17,286	125%	19,522	113%	9,000
	Employment				14,477		5,753
Grain Valley	Population	2,132	5,160	242%	12,854	249%	3,920
	Households	731	1,921	263%	4,566	238%	1,535
	Employment				2,211		4,364

* 2008 - 2040 projection for Lee's Summit includes Jackson County portion only.
Sources: ESRI, Mid America Regional Council



FIRM ORGANIZATIONAL STRUCTURE



PROJECT TEAM ORGANIZATION

The Design Workshop team will be led by Principal-in-Charge Becky Zimmermann. Becky Zimmermann is previous president of Design Workshop. She is involved in tourism, community, economic and marketing-related consulting. She is highly recognized for her work with resort communities, including visitor services analysis, market definition, positioning and tourism planning; and in urban areas for brownfield redevelopment, development entitlements and real estate economics. Becky will be highly involved in this project, both in facilitating meetings and directing our team in developing content. The project budget is based on an allocation of approximately 28% of the project hours to Becky to ensure she plays a strong role throughout all of the project tasks.

Anna Laybourn has a proven track record with 15 years of project management effectively organizing large teams, developing strong relationships with client groups, and completing projects on-time and in budget. Many of her past projects have been honored for the methods of public engagement she has designed to involve stakeholders in the planning process and capture diverse perspectives from harder-to reach groups.

Sarah Horn will provide planning support to the team. Sarah and Anna have been the core team members on many tourism and park planning projects and know how to effectively communicate through a Master Plan document. Adam Mekies will assist the team with place-making and wayfinding expertise. As the project manager on the Joplin Library Plan he is interested in continuing to develop relationships in the community and invest effort into furthering the future of the city. Design Workshop has in-house graphic design, branding, signage, and wayfinding expertise that could be employed on this team with the involvement of Josh Lee.

Olsson and Associates will provide local support to the team for transportation infrastructure and facility assessment and planning. Jeremy Brown will provide legal and regulatory advice to the team regarding the Master Plan recommendations.

REBECCA ZIMMERMANN, AICP

PRINCIPAL IN CHARGE | DESIGN WORKSHOP



EDUCATION

Master of Business Administration; University of Colorado, Denver, CO

Bachelors of Communications/ Journalism and Business Administration; Trinity University, San Antonio, TX

AICP, American Planning Association Certified Planner

Facilitation Training by Leadership Strategies, Atlanta

PROFESSIONAL AFFILIATIONS

Young Presidents Organization (YPO Gold)

Universidad de Francisco Marroquin, Real Estate Graduate Studies, Real Estate Marketing Professor

SELECTED HONORS

2008: ASLA Firm of the Year Award

2004: Who's Who in Construction, Architecture & Engineering, Denver Business Journal

2000: Top 100 Business Women in Arizona, Today's Arizona Woman

1996: Merit Award, ASLA, Clark County Wetlands Master Plan

1995 National ASLA Merit Award, North Lake Tahoe Tourism Plan

Becky has devoted her career to solving complex issues in the areas of community planning, market and economics, and resorts and tourism. She is recognized for her work in leading communities, companies and organizations in strategic and business planning, market definition and strategy, development entitlements, real estate economics, facilitation and advisory services. She has also been integrally involved in leading community participation processes and facilitation for projects.

Becky is a frequent keynote speaker for a variety of conferences including the 2008 Urban Land Institute Placemaking Conference, 2002 Union of British Columbia Municipalities Conference on Sustainability, and the 2001 Brown Fields Gray Water Symposium hosted by the Harvard Graduate School of Design. Her work has been published in Metropolis magazine, Landscape Architecture Magazine, Urban Land, and a variety of local periodicals. She has served on the Denver Mayor's Commission for Disabilities and the Leadership Advisory Council for the Colorado NonProfit Association.

SELECTED PROJECTS

Centennial Airport Business Strategy Plan: Arapahoe County, CO

Branson Comprehensive Plan Update: Branson, MO

Deep Creek Mountain Resort Market Study: McHenry, MD

Denver Water Board Market Analysis: Dillon, CO

Resort Association Strategic Plan: Jackson Hole, WY

Colorado Horse Park Market Analysis and Development Strategy: Douglas County, CO

Mammoth Visitor Services Evaluation: Mammoth Lakes, CO

North Lake Tahoe Tourism and Community Investment Master Plan: Placer County, CA

Pikes Peak Multi-Use Plan: Colorado Springs, CO

Saint Julia de Loria Tourism Development Plan: Andorra

Snowbasin Resort Master Plan: Weber/Morgan Counties, UT

Teton County Tourism Marketing Plan: Jackson Hole, WY

Teton Village Resort Association Formation: Teton Village, WY

Whistler Comprehensive Sustainability Plan: Whistler, British Columbia

ANNA GAGNE LAYBOURN, AICP

ASSOCIATE, PLANNER, PUBLIC ENGAGEMENT | DESIGN WORKSHOP



EDUCATION

Master of Urban and Regional Planning, Ohio State University

Bachelor of Science in Environmental Design, University of Minnesota

ACCREDITATIONS | CERTIFICATIONS

The Effective Facilitator

National Charrette Institute

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

SELECTED HONORS

2016 APA Colorado Honor Award for General Planning: Colorado Springs Park System Master Plan

2015 Award of Excellence for a Comprehensive Plan: Adams County Open Space, Parks and Trails Master Plan. APA County Planning Division

2014 Award of Excellence in Research ASLA: Finding Connections to the Outdoors for Youth Families in Larimer County

2012 The Pierre L'Enfant International Planning Award: Petra Region Strategic Plan: Jordan

2011 Excellence Award - Sustainability APA Colorado: Douglas County Open Space Priorities Plan

Anna, a community planner with Design Workshop, has outstanding experience planning for regions, counties, communities, districts, residential developments, universities, tourism, corridors, and transportation systems. She seeks a profound understanding of the people that she plans for and takes a special interest in engaging the public in innovative planning and design process.

Anna has served as the project manager for the past 11 years at Design Workshop and five years prior as a Transportation Planner. Past speaking engagements at National planning conferences include such topics as: "Advances in Sustainable Tourism and Resort Communities", "The Renaissance of Resort and Tourism Communities", "Agritourism - Garden for a Metropolis", "Engaging Communities in Envisioning their Future", and "Recreation in the Right-of-Way."

SELECTED PROJECTS

Adams County Open Space, Parks and Trails Master Plan: Adams County, CO

Arvada Parks, Trails and Open Space Master Plan: Arvada, CO

Cache La Poudre Inspire Coalition Youth Outdoors Plan: Greeley, CO

Calder Plaza Concept Plan: Grand Rapids, MI

Carbondale Parks, Recreation and Trails Master Plan: Carbondale, CO

Colorado Springs Parks, Recreation, Trails and Open Space Master Plan: Colorado Springs, CO

Denver Downtown Parks and Public Spaces Master Plan: Denver, CO

Elbert County Open Space and Recreation Master Plan: Elbert, CO

Forest Service Headquarters Vision Plan - White River National Forest: Aspen, CO

Great Outdoors Colorado Pilot Project for Youth and Nature Connection- Plug in to Nature: Larimer County, CO

Greeley Parks, Trails and Open Lands Master Plan: Greeley, CO

Manchester Road Corridor Great Streets Plan: St. Louis, MO

Placer County Parks, Trails, and Recreation Master Plan: Placer County, CA

South Grand Blvd. Master Plan Great Streets Initiative: St. Louis, MO

South Suburban Park and Recreation Strategic Plan and Master Plan: South Suburban, CO

Strategic Conservation and Tourism Plan for the Petra Region: Wadi Musa, Jordan

University of Minnesota Umore Park Master Plan: Rosemount, MN

Vail Vision Plan: Vail, CO

Vancouver City Parks and Recreation Master Plan: Vancouver, BC

SARAH HORN, AICP, LEED GA

PLANNER, PUBLIC FACILITATOR | DESIGN WORKSHOP



EDUCATION

Master of Urban and Regional Planning:
University of Wisconsin Milwuakee

Bachelor of Political Science:
University of Missouri, Magna Cum Laude

CERTIFICATIONS

Certified Planner | American Institute of Certified Planners

LEED GA

Sarah, a planner at Design Workshop, moved to the Roaring Fork Valley in 2010, after spending four years working as a Project Planner for the City of Milwaukee, and a Legislative Aide for the 3rd District. She brings comprehensive planning and policy experience to the Design Workshop team. Her professional interests include community engagement in the planning process, sustainability, food systems planning, and policy implementation. Outside of Design Workshop, Sarah manages the Mid-Valley Community Garden Collective's Grace-Shehi and Homestead community gardens and was a two year member of the Basalt Affordable Community Housing Board. As a member of this board, Sarah worked with Town Planning staff to evaluate and update affordable housing policy, including thresholds for qualification, types of housing offered in the community and locations for this housing.

Prior to arriving in Colorado, Sarah was an urban planner for the City of Milwaukee and a Legislative Aide. In her role as planner, she worked on comprehensive planning throughout the City and specifically completed the Northeast Side Area Comprehensive Plan. As Legislative Aide, she assisted with policy efforts related to urban agriculture, conservation planning and affordable housing.

SELECTED PROJECTS

Shooks Run Master Plan: Colorado Springs, CO

Snowmass Center Redevelopment Plan: Snowmass Village, CO

Gorsuch Haus Development: Aspen, CO

Carbondale Parks, Recreation + Trails Master Plan Update: Carbondale, CO

Greeley Parks, Trails + Open Lands Master Plan: Greeley, CO

Colorado Springs Parks, Recreation + Open Space Master Plan: Colorado Springs, CO

Basalt Continuing Care Retirement Community (CCRC): Basalt, CO

ADAM MEKIES, ASSOCIATE ASLA, ASAI, IGDA

PROJECT DESIGNER | DESIGN WORKSHOP



EDUCATION

Iowa State University of Science and Technology
Bachelor of Landscape Architecture

Concentration: Urban Design and Construction Applications in Digital Technology

Adam brings over 7 years of Iowa, midwest and international design, construction, and technology experience to Design Workshop's Aspen office. As a midwest native, Adam is committed to framing a vision for Iowa projects which stand the test of time. Through the lens of landscape architecture, he knows how to help provide the vision to create compelling projects that communicate the character, values and priorities of his clients, while creating indelible first impressions and lasting memories for those who experience them. Throughout Adam's career, his work has spanned a wide range of urban planning efforts, master planned golf course projects and resorts, urban corridor development, construction grading and drainage simulation, multi. and single family residential design, public open space and parks design, and campus planning efforts.

SELECTED PROJECTS

Joplin Library: Joplin, MO

Edgewood Resort: Lake Tahoe, NV

Clive Town Center Development: Clive, IA *

Cedar Rapids Riverfront Greenway Masterplan: Cedar Rapids, IA

Iowa State Center Masterplan Redevelopment: Ames, IA *

Walnut Street Master Plan: Des Moines, IA *

Cadence Master Planned Community: Henderson, NV

Currie Barracks Parks & Open Space Design: Calgary, Alberta

Park at Horse Farm Master Plan: Lafayette, LA

JOSH LEE

GRAPHIC DESIGNER, SIGNAGE + WAYFINDING SPECIALIST



EDUCATION

Associates of Art in
Branding and Identity
Cornish College of the Arts

Bachelor of Fine Art in
Graphic Design and Advertising
Otis College of Art and Design

SPEAKING ENGAGEMENTS

Building a Brand
Otis College of Art and Design

Firm-wide Graphic Designer at Design Workshop, Josh Lee comes from a background of both Advertising and Graphic Design. Trained as a graphic designer with degrees from two of the country's top art schools, Cornish College of the Arts in Seattle and Otis College of Art and Design in Los Angeles, Josh carries the lessons he has learned in school through all of his professional projects. Prior to Design Workshop, Josh worked at a southern California based advertising firm Rubin Postaer and Associates (RPA) as well as in-house at brands such as Yelp!, Nordstrom, Bloomingdales, Belkin International, and Cisco. He is an avid fan of design-in-space and modern architecture and can often be found reading the latest issue of Communication Arts and Dwell.

SELECTED PROJECT EXPERIENCE

Barefoot Lakes Community: Weld County, Colorado

Interstate 70 Revitalization: Denver, Colorado

Story Mill Park: Bozeman, Montana

The Park at Horse Farm: Lafayette, Louisiana

I Am Accord Print Campaign: North American Honda Motor Company: Los Angeles, California*

I Am Pilot Print Campaign North American Honda Motor Company: Los Angeles, California*

2016 Honda Civic Launch, North American Honda Motor Company: Los Angeles, California*

Nordstrom.com Website Redesign: Seattle Washington*

Belkin International Trade Show Circuit Reboot: Los Angeles, California*

WEMO Home Automation Brand Launch: Playa Vista, California*

World-Class LAX Campaign, Los Angeles World Airports: Los Angeles, California*

**Work completed with previous firm*



OLSSON ASSOCIATES | FIRM PROFILE

Olsson Associates is a nationally-recognized, employee-owned engineering and design firm that has been creating public and private projects throughout the United States. We've been around since 1956, and we offer comprehensive design and consulting services in site/civil, transportation, water, environmental, field operations, survey, and facilities.



ADDRESS

702 South Main Street
Joplin, MO 64801

417.781.0643
www.
olssonassociates.com

OFFICES

Missouri: Joplin, Springfield, Kansas City, Kansas City-Downtown,

Kansas

Oklahoma

Colorado

Minnesota

Arizona

Iowa

Nebraska

PRIMARY CONTACT

Jack Schaller, PE
417.781.0643
jschaller@
olssonassociates.com

OUR SERVICES

Olsson offers a full suite of traditional engineering services, as well as highly specialized niche services in-house. The broad and deep bench strength that we can provide across our platform of 1,020+ professionals in 30 offices will allow us to serve you better. This expands our technical expertise and our geographic reach, allowing us to leverage our technical expertise to avoid surprises and be highly efficient. We specialize in complex projects that involve many disciplines, including the following:

- Transportation
- Civil Infrastructure
- Environmental Resources + Compliance
- Water Resources
- Water/Wastewater
- Landscape Architecture/ Planning
- Public Involvement
- Technology
- Building Services
- Field Services

Established in 1956, Olsson Associates offers comprehensive design solutions for public and private infrastructure projects. We specialize in complex projects that involve many disciplines, including transportation and roadway design, land development, building services, landscape architecture and urban planning, municipal, field services, water and wastewater, environmental resources and compliance, electric power, natural gas, water, and fiber telecommunications.

We are a successful engineering firm, but we offer so much more than just engineering. We help clients find solutions for many different situations, from community planning and funding to public involvement. We have the professional resources to draw upon at a moment's notice. With these specialized disciplines working together as a cohesive unit, you receive the most comprehensive service at the best value for your dollar. We put a great deal of thought and energy into trying to do the right thing for our clients, the public, and our profession in general. This takes a thoughtful combination of innovative thinking, sound engineering/scientific methods, and common sense.



JACK SCHALLER, PE

OLSSON ASSOCIATES

EDUCATION

Bachelor of Science, Civil Engineering, University of Missouri-Rolla (now Missouri University of Science and Technology), 1992

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: MO, # E-28531

Professional Engineer: KS, # E-14855

Professional Engineer: AR, # E-16226

Professional Engineer: OK, # E-19057

PROFESSIONAL AFFILIATIONS

American Society of Professional Engineers

Transportation Engineers Association of Missouri (TEAM)-Past President

As a life-long resident of Joplin, Jack leads business development services for Olsson Associates' Joplin, MO, office. He has over 20 years of engineering experience, designing transportation, stormwater, bridge, airport, waterline, sewer distribution, and treatment projects. Jack has experience with large scale transportation projects, as well as local transportation projects. His experience as a public works official and city engineer are invaluable when it comes to knowing what a city wants and needs within their fiscal constraints. He has a strong background in value engineering, allowing cities and clients to get the most for their engineering and construction dollars.

Prior to employment with Olsson, Jack served as Assistant Public Works Director for the City of Joplin, MO, during the devastating tornado of 2011. He was in charge of the city's tornado debris cleanup, working with USACE, FEMA, SEMA, State and Federal agencies, and local municipalities. To date, it was the most successful debris removal operation in history.

SELECTED PROJECTS

City of Joplin, Project Manager for CDBG-DR Infrastructure Projects: Joplin, MO

City of Joplin, Project Manager for CDBG DR-1 Mohaska Trail: Joplin, MO

City of Joplin, Project Engineer for 20th + Main Street Improvements: Joplin, MO

City of Joplin, Project Manager for City's Capital Improvements Projects Program (Consisting of 21 Transportation Projects; Roadway Widening to New Interchanges): Joplin, MO

Crossland, Project Manager for Joe Becker New Ball Field and Stadium Site/Civil: Joplin, MO

City of Joplin, Project Engineer for Public Park Construction Management: Joplin, MO

JACK MCKERROW, PE, PTOE

TRANSPORTATION PLANNER | OLSSON ASSOCIATES

EDUCATION

Bachelor of Science, Civil Engineering, University of Missouri, 1995

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: MO, # 2000162143

Professional Engineer: KS, # 19861

Professional Transportation Operations Engineer, # 943

**Previous Firm Experience*

Jeff has 21 years of experience, and was the transportation leader for a variety of transportation studies. Jeff focuses on public (Departments of Transportation, Counties, municipalities, etc.) and private clients to provide innovative and cost effective solution for their transportation infrastructure. Jeff will review all documentation and design elements for conformance to applicable regulations and city and state standards.

SELECTED PROJECTS

Vireo, Olsson Project Manager for Tri-City Multi-Modal Redevelopment Plan for the K-32 Corridor and a Quiet Zone; Wyandotte County, Kansas.

Mid-America Regional Council, Project Manager for Louisburg Downtown Broadway Complete Streets; Louisburg, KS

Mid-America Regional Council, Task Manager for Multi-Modal Redevelopment; Kansas City, Edwardsville, Bonner Springs, KS

Grand Island Area Metropolitan Planning Organization, Task Manager for Performance Based Long Range Plan; Grand Island, NE

Corridor Study, I-35 to U.S. 59; Johnson and Douglas Counties, KS*

City of Overland Park, Access Management for 135th Street Corridor; Overland Park, KS*

COPELAND & BROWN | FIRM PROFILE

ADDRESS

614 Pearl Avenue
Joplin, MO 64801

417.622.4348
copelandbrown.com

While we are a small-town firm, our reputation is such that many of the cases we handle are referred to us from past clients and even other attorneys. Personal Service & Real Results: At Copeland & Brown, we are a firm that takes an individualized and creative approach to every legal problem. We are lawyers with experience, practical knowledge and a dedication to obtaining real results for our clients.

JEREMY K. BROWN

ATTORNEY, PARTNER | COPELAND & BROWN



BAR ADMISSIONS

Missouri, 2002

US District Court Western District of Missouri, 2005

AREAS OF PRACTICE

- Estate Planning
- Probate/Estate/Trust Administration & Litigation
- General Business

PROFESSIONAL AFFILIATIONS

- The Missouri Bar, 2002 Member
- SW Missouri Estate Planning Council, 2003 – Present
- Joplin Regional Community Foundation, 2012 – Present, Board Member

AWARDS

- Missouri Bar Foundation – David J Dixon Appellate Advocacy Award Winner, 2011


HoneyBear
confections



EXPERIENCE + REFERENCES

JOPLIN PUBLIC LIBRARY

JOPLIN, MISSOURI | DESIGN WORKSHOP + OLSSON ASSOCIATES



Design Workshop was hired by the community of Joplin, Mo. to provide the planning, landscape architecture and community engagement expertise of this catalyst recovery project of the 2011 Tornado. Through federal grants and EPA funding the Joplin Public Library site will become the central node of a new mixed-use commercial development and corridor redevelopment project. Through a rigorous and transparent community engagement process, Design Workshop has focused on a modern library site blurring the lines of community gathering space from interior to exterior learning and gathering environments to strengthen the character of a broken community

Joplin public library broke ground September 2015 and is scheduled for completion April of 2017. Having remained a barren ground since the 2011 tornado impacts on the community the new library site becomes a catalyst not only for a new commercial corridor and adjacent multi-use commercial development but for new programs and community events planned for at the core of the site.

The design considers a multitude of future user groups by integrating a dynamic program into the site, with areas established for daily uses as well as for major public events. It also incorporates an educational and environmental site framework, setting progressive standards for a rebuilding city. Circulation connects the new public space through trail links, a trolley stop, location along a vehicular main vein, and proximity to downtown, making it a prime space for knitting together the Joplin community. The Joplin Public Library design aims to invigorate a community redevelopment movement that has been anticipated for the past five years following the devastating tornado.

CLIENT

City of Joplin

SERVICES PROVIDED

Site Planning, Landscape Architecture, Stakeholder Engagement, Construction Observation, Signage and Branding

BRANSON COMPREHENSIVE PLAN UPDATE

BRANSON, MISSOURI | DESIGN WORKSHOP

Branson 2030

A Community Plan by the People, for the People



Branson in the Year 2030

Branson's significant emphasis on the social fabric of the community resulted in a balanced community that enjoys economic, environmental and social sustainability. Branson is a community for young and old to live, work, visit, raise a family and enjoy outdoor recreation. The town is a national tourist destination, as well as a popular destination for retirement. We have strategically expanded our tourism offerings to attract a broader demographic, expanded upon the markets with air service and has a variety of new activities for visitors. Branson is widely known for its entertainment, indoor and outdoor recreational offerings, and continues to attract visitors from around the country for passive and active recreation (i.e. triathlons, fishing competitions, geocaching courses, hiking courses, wilderness training, bike races, sports tournaments, etc.).

The economic base has expanded to include businesses that are complementary to Branson's strengths and grown beyond the entertainment industry. The well-established health care industry has expanded and Branson is a destination for specialty health care. A variety of education opportunities for area residents are offered including information technology jobs, and professional services and light industrial companies in Branson provide additional year-round employment opportunities.

The character of the strip has been improved with incremental streetscape improvements including continuous, wider sidewalks, designated cross walks, a signage and identity system, benches, lighting, landscaping and the

(continued on next page)

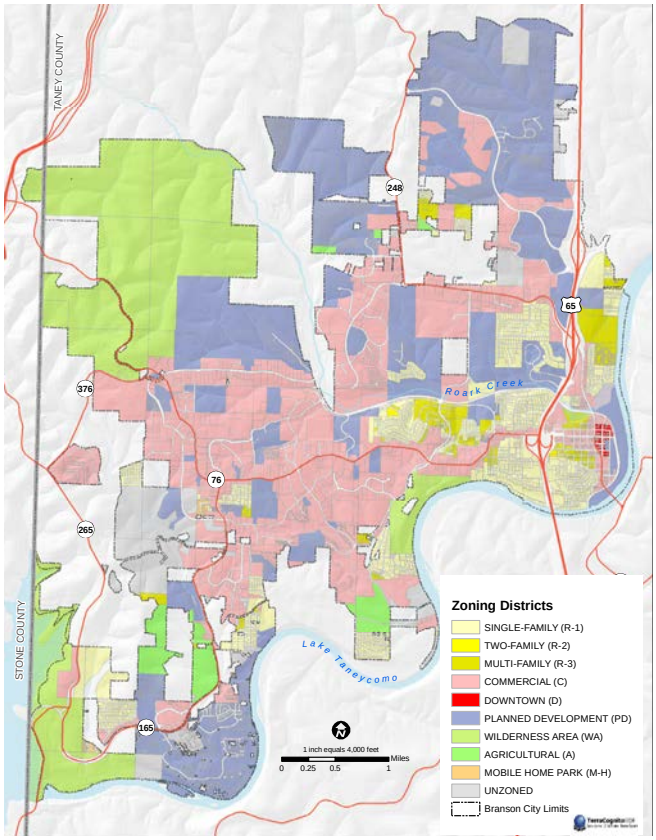
VISION STATEMENT

Branson continues to be the preferred tourist destination, known for strong community values, natural beauty, recreation opportunities and affordable live entertainment, as well as a community that has cohesive neighborhoods, employment opportunities, outstanding schools, arts and culture.

– Community Plan 2030 Steering Committee

Design Workshop was asked by the City of Branson, Missouri to update their 2003 Comprehensive Plan. Branson is home to entertainment-based tourism, recreation assets and a community of 7,500 people. Branson's success can be seen in its authenticity, appeal to families and community pride as evidenced in the Our Ozark Mountain Legacy document. The Comprehensive Plan for Branson addresses growth management, economic development and redevelopment, and provides a framework and guidebook to enhance a vibrant community and multi-faceted tourism economy for the next ten plus years. The public workshops attracted over three hundred community members and their opinions were polled using various engagement methods including keypad polling, surveys, focus groups and in one-on-one interviews.

Policy decisions were made that provide the general framework for land use, community design, housing, economic development, transportation, infrastructure, recreation, culture and historic preservation, health, education, safety and security and governance. The plan outlines action steps and implementation strategies for the client to follow in order to realize the Comprehensive Plan goals and objectives. It also provides the context for which future capital improvement investment decisions can be made.





CLIENT

City of Branson

SERVICES PROVIDED

Community Planning, Land Use Planning, GIS, Public Facilitation, Urban Design, Tourism Planning

NORTH LAKE TAHOE TOURISM MASTER PLAN + NORTH LAKE TAHOE TOURISM MASTER PLAN & COMMUNITY INVESTMENT PLAN

NORTH LAKE TAHOE, CALIFORNIA | DESIGN WORKSHOP



The North Lake Tahoe Resort Association (NLTRA) contracted Design Workshop to develop a practical roadmap that addresses the tourism and community challenges facing North Lake Tahoe. Design Workshop co-authored the North Lake Tahoe Tourism Development Plan, which has served as a guide for the formation of the Resort Association, tourism investment strategy and funding guidelines. In the years since the plan was completed, development and economic conditions of North Lake Tahoe have reshaped the travel and tourism industries, prompting the association to rethink its development strategies.

Design Workshop led a collaborative effort with a 40-member advisory committee of local community leaders, the NLTRA and two other sub-consultants to draft a new master plan for the entire North Lake Tahoe Region that accounts for the evolving regional conditions, increased competition, changing community needs, reduced funding flexibility and new opportunities. The master plan defines long-term strategies and tactics that enhance the community and invest in its future.





CLIENT

North Lake Tahoe Resort Association

SERVICES PROVIDED

Tourism Planning, Public Facilitation, Illustration

TETON COUNTY MARKETING PLAN

TETON COUNTY, WYOMING | DESIGN WORKSHOP



Jackson is a gateway community to Grand Teton and Yellowstone National Parks. The permanent population of approximately 15,000 people in Jackson Hole increases to a summer population to over 50,000 as people come to visit the parks and fish, hike, horseback ride, and shop. It is extremely important for the community to maintain a strong year-round economy to provide consistent employment opportunities and to continue to attract visitors in all seasons.

A public/private joint venture in Jackson hired Design Workshop to assist in developing a tourism-related vision for the community and to recommend how marketing and tourism infrastructure should be funded and administered. Design Workshop successfully defined a practical, long-term plan to address these issues and to boost the area's tourism industry. Paramount to the success is a wide range of partnerships including Jackson Hole Resort Association and Teton County. Our firm continues to work in Jackson Hole and the greater Teton County community.





CLIENT

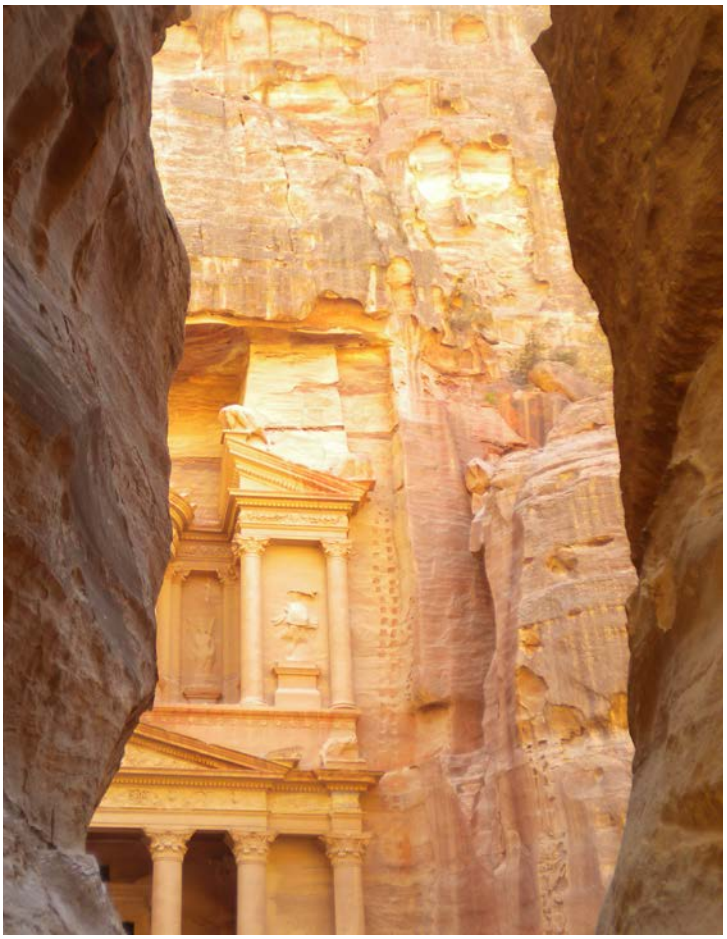
Teton County + Partners

SERVICES PROVIDED

Vision Planning, Public Facilitation And Outreach, Marketing + Tourism Planning

PETRA REGIONAL TOURISM + CONSERVATION PLAN

PETRA, JORDAN | DESIGN WORKSHOP







The second largest component of the Jordanian economy is tourism to Petra, a 6th century B.C.E. Nabatean archaeological site. Bordered on the north and south by Jordanian national parks, the Petra region is also an important ecological zone worthy of preservation. A dynamic tension therefore exists between the need to protect and preserve the archaeological resource and to exploit the tourism potential of the region for the economic benefit of the country.

As a result of increasing unplanned tourism growth, Petra has been placed on a watch list by UNESCO and is in risk of losing its designation as a World Heritage Site. Three prior studies of the area had failed to address comprehensively the challenges of the region. Prior land use planning studies had addressed only the existing urbanized areas of the region, comprising only 10% of the total area. Design Workshop was retained to create a Strategic Master Plan for the 135,000 acre Petra Region which provides a guide for preservation of archaeological and ecological resources of worldwide importance and a significant cultural landscape while providing direction to capture the economic benefits of tourism in a manner that preserves the region. Specific recommendations were also put forth to guide growth and specific placemaking within the communities of the region.



CLIENT

Petra Development and Tourism Region Authority

SERVICES PROVIDED

Land Planning, Urban Design, Site Planning, Stakeholder Engagement, Conservation Planning, Tourism Planning

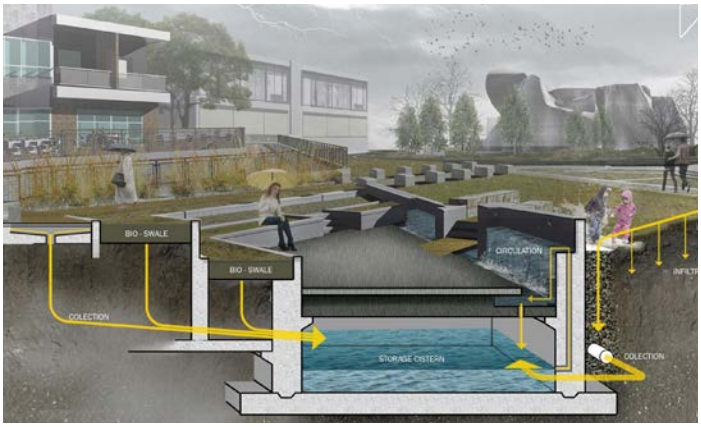
2011 APA NATIONAL PIERRE L'ENFANT INTERNATIONAL PLANNING AWARD

2011 ASLA, COLORADO CHAPTER HONOR AWARD FOR PLANNING

MAPLETON RECOVERY PLAN: MODERN MIXED-USE + STORM WATER PARK

MAPLETON, IOWA | DESIGN WORKSHOP







The regenerative potential of a site can often be discovered following a major destructive event. The deliberation and method through which the new landscape vessel takes form can be just as important as the form itself, and may become a "blue print" for future recoveries.

Mapleton, Iowa, was razed by a Tornado in 2011. Commercial, residential, and public, properties were left in various degrees of destruction; many were abandoned all together. The town and its 1,300 residents were left with an opportunity to ponder their future as a community, and re-define their identity. The Mapleton Grain Co. site is both a prominent symbol of destruction, and a catalyst for renewal. The site's management and its surroundings will evolve as a case study and blue print for future development.

Our goal is to assist Mapleton and similar communities, by providing a method for unifying the core elements of object, space, and people. This "case study" demonstrates the potential of what landscape architecture can provide for a community, and exemplifies how the profession can inspire a community to empower itself.

Project Goals

- To assist the town of Mapleton in their process of long term recovery
- To convert what are now considered remnants and debris of the past into functional, ecological, and esthetic elements of the civic landscape
- To devise a method through which to address the development of blighted sites using the basic elements of landscape architecture

CLIENT

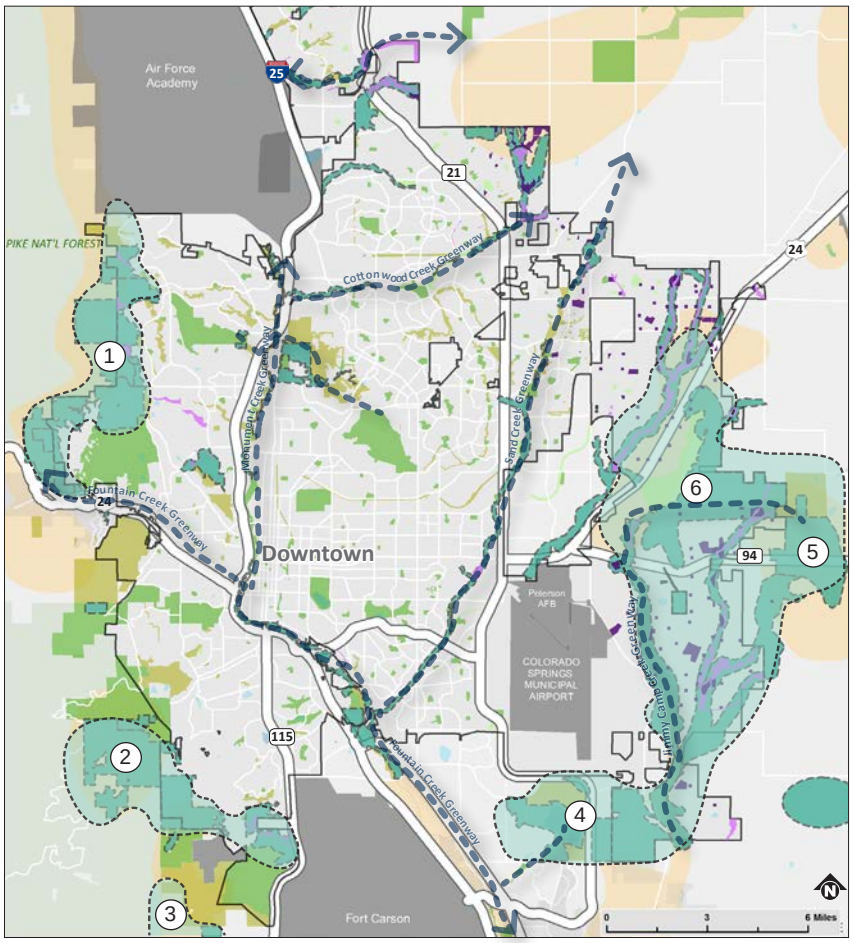
City of Mapleton

SERVICES PROVIDED

Community/Disaster Recovery Planning, Sustainability Planning, Public Facilitation, Community Outreach, Parks Planning, Site Planning, Landscape Architecture

COLORADO SPRINGS PARKS, RECREATION, OPEN SPACE + TRAILS MASTER PLAN

COLORADO SPRINGS, COLORADO | DESIGN WORKSHOP







Colorado Springs is a city of over 440,000 residents that is expected to grow by an additional 100,000 people in the coming decades and, with this new growth, to become more culturally diverse. Public engagement for this master plan brought numerous stakeholder groups and over 80 special districts together to envision recommendations for the park system's growth and maintenance. Tourism is an important economic driver of Colorado Springs. Its signature park, Garden of the Gods, receives two million visits annually and is ranked as one of the top urban parks in the world. A master plan was needed to create a vision to reflect anticipated demographic changes, to identify anticipated financial deficits and potential opportunities, and capitalize on potential tourism opportunities.

Building off the previously completed Pikes Peak Multi-Use Plan Design Workshop previously prepared, which included a group of regional stakeholders, the Colorado Springs master plan includes recommendations for programming events and recreation activities; proposed budget revisions; funding source options; department re-structuring; capital improvement evaluation; geographic distribution of parks and recreation for equity; sites for new parks and trails based on open space priorities; developer contributions; urban open space initiatives; and public stewardship and volunteer recreation trends that could impacting the community. The master plan called for recommendations that would: 1) capture new tourism opportunities; 2) propose new events and programs; and 3) recalibrate park infrastructure for event use.

CLIENT

City of Colorado Springs

SERVICES PROVIDED

Park System Master Planning
Public Engagement
GIS Analysis
Funding Opportunities Assessment

2016 APA COLORADO COMPREHENSIVE PLAN HONOR AWARD

2014 ASLA COLORADO MERIT AWARD FOR ANALYSIS + PLANNING

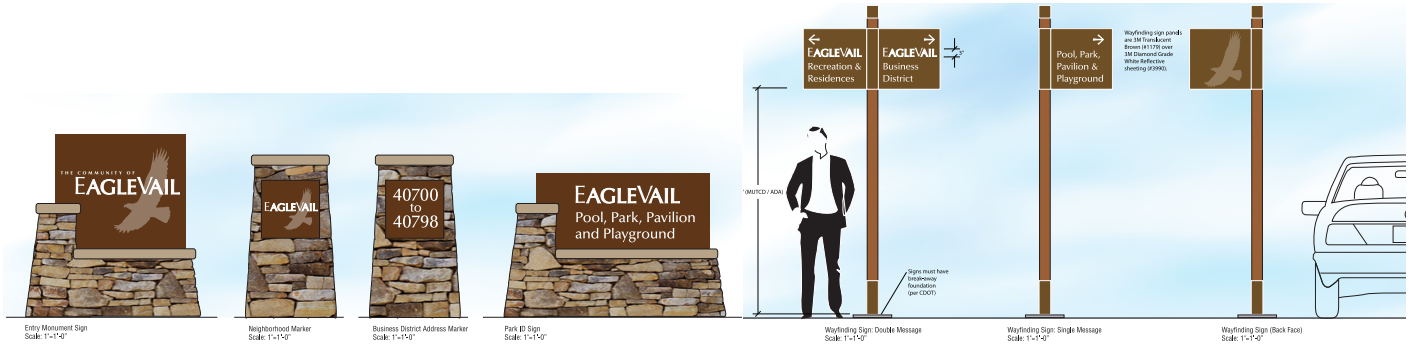
PARKS + RECREATION MAGAZINE FEATURE STORY, JULY 2015

EAGLEVAIL IDENTITY + SIGNAGE & WAYFINDING ENHANCEMENT PROGRAM

EAGLEVAIL, COLORADO







The EagleVail Metro District and Home Property Owners selected Design Workshop to engage the wider community in exploring ways to improve the overall identity and character of the town. With direction from the community, the priority project was determined to be a comprehensive upgrade of the signage and wayfinding elements throughout the town. The plan will create an environment that makes it easy and intuitive for users to orient themselves and navigate from place to place by providing clear gateways, identifying landmarks and decision points and creating a hierarchy between vehicular and pedestrian circulation. The design of the signage family and landscape elements creates a more contemporary mountain look and feel throughout the community of Eagle Vail.

CLIENT

EagleVail Metro District
EagleVail Property Owners

SERVICES PROVIDED

Signage and Wayfinding, Logo Design, Landscape Architecture, Specifications, Placemaking & Implementation

MANCHESTER ROAD GREAT STREETS

ST. LOUIS, MISSOURI | DESIGN WORKSHOP

The Manchester Road Corridor is a five-mile long primary commercial arterial in suburban west St. Louis County, Missouri. The nearly 1200-acre study area includes the historic downtown district of Manchester, a new town center for Wildwood, and the primary commercial districts for three other suburban communities. Design Workshop led a multi-disciplinary team of consultants to create a master plan for the redevelopment and revitalization of the Manchester Road corridor. The results of this effort allow the local communities, Missouri Department of Transportation, and other local agencies to proceed with the final engineering and design necessary to proceed with an overall redevelopment strategy.

The Design Workshop team employed innovative public outreach strategies to develop public consensus for the eventual redevelopment and design of the corridor across five distinct communities. The team created a number of redevelopment and implementation strategies for the corridor, including the creation of business improvement districts, a corridor-wide development authority, and a variety of public finance strategies to encourage redevelopment. The mayors from the five communities are currently working to adopt the master plan as part of their comprehensive plans and are working with regional leaders to launch initial phases of public improvements along the corridor.





CLIENT

East West Partners

SERVICES PROVIDED

Urban Design+Master Planning, Landscape Architecture, Community Outreach, Public Facilitation, Cost Estimating, Implementation + Maintenance Strategy

HOUSTON MIDTOWN: BAGBY STREET WAYFINDING

HOUSTON, TEXAS | DESIGN WORKSHOP

Following the "Livable Centers Study" for the Houston Midtown District, Design Workshop was retained to implement a streetscape upgrade for Bagby Street, a ten block study area that is comprised of high density multi-family residences, shopping and dining.

In addition to a bold Midtown District Gateway located off Interstate 45, district wayfinding, information kiosks, and interpretive were also provided. Interpretive is focused on sustainability features that tell the story of stormwater management





CLIENT

City of Houston
Midtown Redevelopment Authority

SERVICES PROVIDED

Wayfinding, Identification and Interpretive Program, Landscape Architecture, Streetscape Design

GREELEY ISLAND GROVE EVENT COMPLEX MASTER PLAN

GREELEY, COLORADO | DESIGN WORKSHOP

Island Grove Regional Park provides the City of Greeley, its residents and its visitors with a 168-acre multi-use recreation space. While Island Grove is a city park and neighborhood facility, it also serves as a regional draw and provides opportunities for tourism through unique, yet diverse programming of specialized facilities, such as the annual Greeley Stampede. There are on-site facilities to accommodate both large events, as well as day-to-day community amenities such as a ballpark, playground, splash pad and access to the Poudre River Trail.

Design Workshop facilitated public engagement opportunities to identify a clear set of values for the park. These values were integral to the creation of a comprehensive Master plan, which will inform deliberate and balanced decision making for Island Grove Regional Park into the future.



CLIENT

City of Greeley

SERVICES PROVIDED

Public Facilitation, GIS Analysis, Landscape Architecture, Park Planning, Master Planning

APPLEGATE FARMS MASTER PLAN

BENTONVILLE, ARKANSAS | DESIGN WORKSHOP

With amenities and a lifestyle component, the Applegate envisions being an alternatives to the downtown core for the "missing middle."

The big idea for Applegate is to build upon successful agrihood developments around the country. The agrihood concept is similar to the golf course model but the golf course is replaced by the agriculture typologies. Serenbe and Prairie Crossing are well-known and celebrated examples of the agrihood typology.



Applegate seeks to embrace the concept of agriculture as a common ground to build a diverse, active, and engaged community. The development has intentions to be a highly desirable neighborhood in the Bentonville, Arkansas area and on a broader scale, the development hopes to be a neighborhood case study for agrihood and progressive development projects in general.

Design Workshop was hired to assist the client with bringing the vision of a thriving community to life by preparing a master plan, conceptual design and a final development application for the project.



CLIENT

Affordable Arkansas Homes LLC + Green Circle Projects

SERVICES PROVIDED

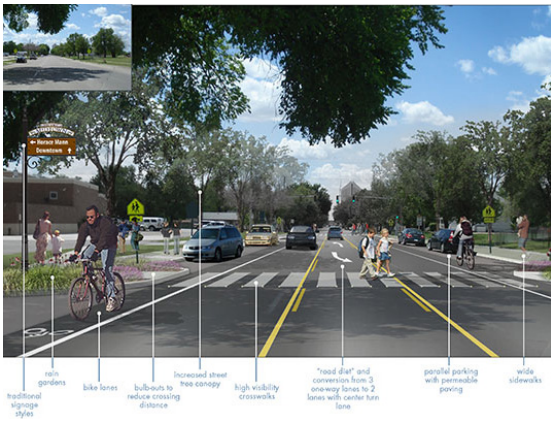
Master Planning, Public Facilitation, Project Coordination, Conceptual Design Development, Development Application

WICHITA MID-TOWN TRANSPORTATION + STREETSCAPE IMPROVEMENTS

WICHITA, KANSAS | DESIGN WORKSHOP

In 2010 and 2011, Design Workshop led a multi-disciplinary team for the City of Wichita to complete a comprehensive transportation and streetscape plan for the historic Midtown neighborhood, located just north of downtown Wichita. Design Workshop led a series of public meetings, in English and Spanish in order to gain input from the public and to create preliminary and final conceptual plans for the neighborhood. Through the rigorous public engagement process, the team learned what they needed to address, and in so doing, introduced potential traffic calming strategies, the use of roadway realignments, the potential conversion of one-way streets to two-way streets, signage and wayfinding, lighting, and monumentation. The final plan explored how new "complete streets" concepts for the retail corridors passing through Midtown could help stimulate reinvestment in the surrounding neighborhoods. The master plan for Midtown included a detailed implementation strategy outlining the phasing of improvements, cost estimates for improvements over different phases, and identification of potential funding sources for improvements. The City of Wichita has integrated the plan into its Capital Improvement Plan for the entire municipality.





CLIENT

City of Wichita

SERVICES PROVIDED

Urban Design+Master Planning, Landscape Architecture, Community Outreach, Public Facilitation, Cost Estimating, Implementation + Maintenance Strategy

US 40 HIGHWAY CORRIDOR STUDY

WICHITA, KANSAS | DESIGN WORKSHOP

Design Workshop recently worked with five different jurisdictions from Kansas City to Blue Springs and the Mid-America Regional Council (MARC) to provide conceptual planning for the improvement and revitalization of the US 40 Highway, including four different nodes. The planning effort was part of MARC's Creating Sustainable Places Initiative, a multi-year regional planning effort funded by HUD to build models for sustainable planning and design in the Kansas City metropolitan area.

The project produced an overall corridor plan for the 40 Highway corridor and conceptual land use plans for the four nodes. We examined transportation issues, land use, economic development, and potential aesthetic improvements as part of this effort. As the first planning effort for 40 Highway, the project identified a number of implementation steps that the cities, Jackson County, and MoDOT can take in the next several years to continue the planning and design effort for improvements along 40 Highway.





CLIENT

Mid-America Regional Council (MARC)

SERVICES PROVIDED

Transportation Planning and Analysis, Market and Economic Analysis, Fiscal Impact Analysis, Public Facilitation, Community Planning

REFERENCES

JOPLIN PUBLIC LIBRARY

Tony W. Robyn
Assistant Director Planning, Development + Neighborhood Services
City of Joplin
602 Main Street
Joplin, MO 64801
P: 417.624.0820 x541
Trobyn@Joplinmo.org



NORTH LAKE TAHOE TOURISM AND COMMUNITY INVESTMENT MASTER PLAN

Steve Teshara (formerly with North Lake Tahoe Resort Association*)
Sustainable Community Advocates
P: 775.588.2488
SteveTeshara@gmail.com



CITY OF BRANSON COMPREHENSIVE PLAN

Jim Lawson
Branson Planning Director (retired)
110 W. Maddux, Suite 215
M: 531.837.4938
jimlawson@aol.com



CITY OF COLORADO SPRINGS PARK SYSTEM MASTER PLAN

Karen Palus
City of Colorado Springs Director of Parks, Recreation and Cultural Services
P: 719.385.6501
kpalus@springsgov.com



*The North Lake Tahoe Resort Association was formed from a recommendation of the Tourism Plan, which merged the Visitor & Convention Bureau with the Chamber of Commerce.



HEAVENLY VILLAGE | South Lake Tahoe, California



REQUIRED FORMS

STATE OF MISSOURI CERTIFICATION

State of Missouri

Division of Professional Registration
Professional Landscape Architect Corporation

VALID THROUGH DECEMBER 31, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 2015038294
DESIGN WORKSHOP, INC.
1390 LAWRENCE STREET SUITE 100
DENVER CO 80204
USA

DESIGN WORKSHOP, INC.
1390 LAWRENCE STREET SUITE 100
DENVER CO 80204
USA

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Landscape Architect Corporation

VALID THROUGH DECEMBER 31, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 2015038294

DESIGN WORKSHOP, INC.
1390 LAWRENCE STREET SUITE 100
DENVER CO 80204
USA

Judy Kempker
EXECUTIVE DIRECTOR

DIVISION DIRECTOR

AFFIDAVIT OF COMPLIANCE
RFP# 2016-RFP-18

To be submitted with vendor's Proposal

X We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____

_____

_____

_____

_____

_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Design Workshop **ADDENDA**

By Kurt Culbertson Bidder acknowledges receipt of the following amendment:
(Authorized Person's Signature)

Addendum No. _____ Date

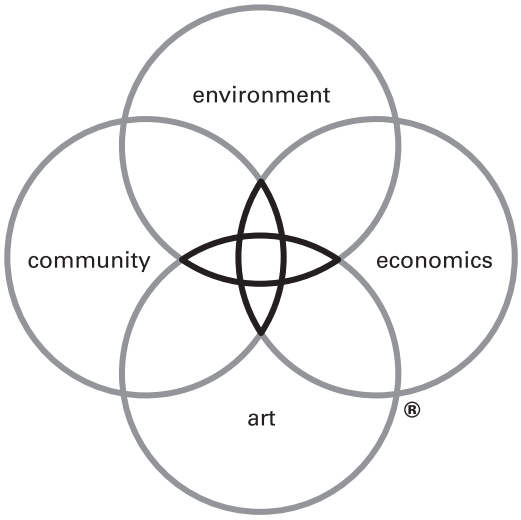
_____
(Print or type name and title of signer) Addendum No. _____ Date

Company Address Design Workshop Addendum No. _____ Date
120 E. Main Street Addendum No. _____ Date
Aspen, Co 81611 Addendum No. _____ Date

Telephone Number 970.925.8354 Email kculbertson@designworkshop.com

FAX: _____ FEID No. FEIN #: 84-0819969

Date: 12.12.16



DW LEGACY DESIGN®

We believe that when environment, economics, art and community
are combined in harmony with the dictates of the land and needs
of society, magical places result — sustainable places of timeless beauty,
significant value and enduring quality, places that lift the spirit.
Design Workshop is dedicated to creating Legacy projects:
for our clients, for society and for the well-being of our planet.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2016-RFP-18 BID ITEM DESCRIPTION: **Development of a Tourism & Hospitality Master Plan**

BID OPENING DEADLINE: December 27, 2016 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 3, 2017, 11:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

VENDOR NAME	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	PROJECT AMOUNT / PLUS MISC EXPENSES / TOTAL
JLL (Jones Lang LaSalle Americans, Inc.)	December 20, 2016	Dan Fenton	678.584.0272	NO	$ 107,000.00
					$ 10,700.00
Duluth, GA		dan.fenton@am.jll.com			$ 117,700.00
NOTES: 10 months to complete. Had amendments/legal notes to draft contract.					
Johnson Consulting	December 22, 2016	Charles Johnson	312.447.2001	NO	$ 65,000.00
					$ 6,000.00
Chicago, IL		cjohnson@chjc.com			$ 71,000.00
NOTES: Up to 12 Months to complete.					
Design Workshop	December 22, 2016	Becky Zimmermann	303.887.6239	NO	$ 67,100.00
w/ Olsson & Assoc (infrastructure)					$ 8,000.00
Aspen, CO		becky@rrzadvisors.com			$ 75,100.00
NOTES: 10 months to complete.					
Hunden Strategic Partners	December 23, 2016	Robin Scott Hunden	312.643.2500	NO	$ 30,300.00
w/ Corner Greer & Assoc (infrastructure)					$ 1,800.00
Chicago, IL		rhunden@hundenpartners.com			$ 32,100.00
NOTES: 8 weeks to complete, however, bid only phase 1. Follow up phone regarding other phases estimated them to be $20K each - an additional $40,000 to the budget = could reach **above $74,000**.					
Destination Services, LLC	December 27, 2016	Stephen Powell	314.575.8416	NO	$ 35,000.00
w/ Young Strategies, Inc					$ 3,000.00
St. Charles, MO		stephenlpowell@sbcglobal.net			$ 38,000.00
NOTES: 6 months to complete. Task breakdown and monthly billing.					

EXHIBIT C

JOPLIN CVB Tourism & Hospitality Master Plan BID EVALUATIONS

#1

	JLL (Jones Lang LaSalle Americas, Inc.)		NOTES
1	Review Existing Data/Plans	$ 5,000	Not to exceed
2	Stakeholder Engagement	$ 27,000	Not to exceed
3	Benchmarking & Other Analysis	$ 15,000	Not to exceed
4	SWOT	$ 10,000	Not to exceed
5	Target Markets	$ 15,000	Not to exceed
6	Development of THMP	$ 35,000	Not to exceed
	Total Fees	**$ 107,000**	
7	Estimated Expenses	$ 10,700	Not to exceed
	Total Fees & Expenses	**$ 117,700**	Not to exceed

		STAFF SCORING				
	EVALUATION CRITERIA	**PATRICK**	**ERIN**	**CARRIE**	**DONNA**	**AVG %**
50%	Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.	40	40	30	30	35.0
20%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.	16	16	16	16	16.0
15%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	15	12	12	12	12.8
10%	References – will be based on references submitted as part of RFP, but can include clients not submitted.	6	8	8	10	8.0
5%	Staff - capability and availability of professional staff to serve the project in a competent and timely manner.	3	4	4	4	3.8
					Score:	**75.5**

Evaluation Notes:

10 months to complete. Had amendments/legal notes to draft contract.

#2

	Johnson Consulting		NOTES
1	Review Existing Data/Plans	$ 6,000	
2	Stakeholder Engagement	$ 23,000	
3	Benchmarking & Other Analysis	$ 10,000	
4	Report Findings & recommendations	$ 20,000	
5	Develop & Present Final Plan	$ 6,000	
	Total Professional Fees	**$ 65,000**	Not to exceed
6	Estimated Expenses	$ 6,000	Not to exceed
	Total Fees & Expenses	**$ 71,000**	

		CVB STAFF SCORING				
	EVALUATION CRITERIA	**PATRICK**	**ERIN**	**CARRIE**	**DONNA**	**AVG %**
50%	Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.	40	50	50	50	47.5
20%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.	20	16	16	16	17.0
15%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	12	9	15	9	11.3
10%	References – will be based on references submitted as part of RFP, but can include clients not submitted.	8	10	10	10	9.5
5%	Staff - capability and availability of professional staff to serve the project in a competent and timely manner.	4	5	5	5	4.8
					Score:	**90.0**

Evaluation Notes:

Up to 12 Months to complete.

#3

	Design Workshop		NOTES
1.1	Strategic Kickoff Workshop	$ 8,160	
1.2	Project Management & Meetings with Leadership	$ 5,000	
1.3	Workshop Group Meetings & Working Papers	$ 11,300	
1.4	Competitive Analysis	$ 5,260	
2.1	Recommendations, Prioritization, Resolution of Goals	$ 16,000	
3.1	Draft Master Plan	$ 14,360	
3.2	Final Master Plan	$ 7,020	
	Sub Total	**$ 67,100**	Not to exceed
4	Reimburseable Expenses	$ 8,000	Not to exceed
	Total	**$ 75,100**	

		CVB STAFF SCORING				
	EVALUATION CRITERIA	**PATRICK**	**ERIN**	**CARRIE**	**DONNA**	**AVG %**
50%	Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.	50	40	40	40	42.5
20%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.	20	20	20	20	20.0
15%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	12	15	15	15	14.3
10%	References – will be based on references submitted as part of RFP, but can include clients not submitted.	8	10	10	10	9.5
5%	Staff - capability and availability of professional staff to serve the project in a competent and timely manner.	5	5	5	5	5.0
					Score:	**91.3**

Evaluation Notes:

10 months to complete.

#4

	Hunden Strategic Partners		NOTES
1	Kickoff, Project Orientation & Interviews	$ 7,400	
2	Destination Overview & History of Area Development	$ 3,300	
3	Joplin CVB Profile & Programming	$ 3,400	
4	Local Tourism Market Analysis	$ 8,300	
5	Identification of Peer & Competitve Markets	$ 4,200	
6	Preliminary Recommendations PowerPoint	$ 3,700	
	Sub Total	**$ 30,300**	Not to exceed
7	Direct & Travel Expenses	$ 1,800	Not to exceed
	Total Fees & Expenses	**$ 32,100**	

Estimates PER PHONE CONVERSATION:
Phase 1: $30,300
Phase 2: $20,000
Phase 3: $20,000

		CVB STAFF SCORING				
	EVALUATION CRITERIA	**PATRICK**	**ERIN**	**CARRIE**	**DONNA**	**AVG %**
50%	Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.	30	10	10	10	15.0
20%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.	8	12	12	12	11.0
15%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	9	15	15	12	12.8
10%	References – will be based on references submitted as part of RFP, but can include clients not submitted.	4	10	6	10	7.5
5%	Staff - capability and availability of professional staff to serve the project in a competent and timely manner.	3	5	5	5	4.5
					Score:	**50.8**

Evaluation Notes:

8 weeks to complete, however, bid only phase 1. Follow up phone regarding other phases estimated them to be $20K each - an additional $40,000 to the budget = could reach above $74,000.

#5

	Destination Services	FEE SCHEDULE	
1	Project Initiation, Destination Visit and Project Preview	$ 6,000	Initiation Fee
2	Stakeholder Survey/Political Landscape Analysis	$ 5,000	Month 1
3	Hotel Market Research & Analysis	$ 5,000	Month 2
4	Visitor/Meeting Planner Surveys & Interview	$ 5,000	Month 3
5	Competitve Analysis	$ 5,000	Month 4
6	Regional Forum/Tactical Planning Workshop/Recommendation	$ 5,000	Month 5
7	Strategic Action Plan	$ 4,000	Month 6/Final
	Sub Total	**$ 35,000**	
8	Travel & research Expenses	$ 3,000	Not to exceed
	Total Cost	**$ 38,000**	

	EVALUATION CRITERIA	CVB STAFF SCORING				
		PATRICK	ERIN	CARRIE	DONNA	AVG %
50%	Cost of proposal – must contain a cost for each project/process recommended as well as a "not to exceed" amount.	40	40	30	40	37.5
20%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.	12	16	16	16	15.0
15%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.	9	9	9	9	9.0
10%	References – will be based on references submitted as part of RFP, but can include clients not submitted.	6	6	8	6	6.5
5%	Staff - capability and availability of professional staff to serve the project in a competent and timely manner.	3	5	5	5	4.5
					Score:	**72.5**

Evaluation Notes:

6 months to complete. Task breakdown and monthly billing.

SUMMARY	RATING RESULTS	PROPOSED BUDGET	DURATION
JLL (Jones Lang LaSalle Americas, Inc.)	75.5	$ 117,700	10
Johnson Consulting	90.0	$ 71,000	12
Design Workshop	91.3	$ 75,100	10
Hunden Strategic Partners ** SEE EVALUATION NOTES	50.8	$ 74,000	**
Destination Services	72.5	$ 38,000	6 Months

Joplin Tourism & Hospitality Master Plan Scope of Work

December 27, 2016 - Revised February 14, 2017, with Timeline Revised April 25, 2017 (page

The following narrative describes a comprehensive list of services required to prepare a Tourism and Hospitality Master Plan for the City of Joplin. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion. The scope of work outlines interim deliverables, roles and responsibilities.

Tasks and deliverables for this project are outlined in three main phases:

PHASE I: DEVELOPING THE CONTEXT

PHASE II: DEVELOPING RECOMMENDATIONS

PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

PHASE I: DEVELOPING THE CONTEXT

TASK 1.1 – PROJECT STARTUP AND ORGANIZATION

Forming a Tourism Working Group (TWG) will be one of the first steps in launching the project. This group should include a range of stakeholders representing the JCVB, Chamber of Commerce, City, economic development, lodging, hospitality, attractions, recreation, and sports interests. Design Workshop will provide direction for their roles, prepare meeting agendas and facilitate meetings, starting with the project kick-off.

We will utilize a Strategic Kickoff (SKO) work session to effectively launch the project and organize the team which will include key JCVB staff members and leadership. The purpose of the meeting will be to:

- Define roles, responsibilities and communications procedures
- Confirm a detailed project schedule and document review process
- Identify resources that may be useful to the plan creation process
- Discuss past accomplishments
- Define topics for additional research and evaluation
- Establish project goals and desired outcomes
- Review the Work Group Engagement Plan, confirming responsibilities and resources

Design Workshop will review past reports, studies, and plans and create a memo to summarize their relevant goals, initiatives, and findings. We anticipate reviewing the following document (among others that may be suggested by the Tourism Working Group - TWG):

2012: City of Joplin Comprehensive Plan

2015: MO Department of Tourism Annual Report

2015: MO Economic Report

2016: Joplin Historic Preservation Plan

City Long-term and Annual Community Development Plans including the Consolidated Plan, Neighborhood Redevelopment Plans, and Action Plans

DMAI Destination NEXT and TwoSix Digital Marketing Survey

DELIVERABLES

1. One (1) day of meetings with the project manager and staff, facilitated workshop with the Tourism Working Group, and a site tour to become familiar with major attractions and opportunities
2. Detailed project schedule
3. Internal project communication plan
4. Critical success factors, dilemma, thesis and project goals documentation
5. Summary of relevant past reports, studies, and plans
6. Work Group Engagement Plan

TASK 1.2– SITUATIONAL ANALYSIS

The purpose of the Situational Analysis is to describe the current condition of and trends in national tourism dynamics, regional/local tourism development and operations, and community development. The result will be an understanding of the macro level travel industry and how Joplin fits into it. Design Workshop will complete the following:

- An understanding of existing facilities in important is assessing future needs. Design Workshop will prepare a worksheet of visitor infrastructure items such as number and quality of hotel rooms, meeting space, event and sports venues, etc. CVB staff will be utilized to help complete the inventory. Design Workshop will express locations of existing and planned Joplin area tourism and hospitality resources in a diagram/map for communication purposes.
- Examine Joplin tourism and hospitality development trends, changes in travel patterns, trends in visitor statistics, duration/time of stay, etc.
- Delineate local travel patterns, visitor demographics, visitor services, tourism infrastructure, etc. that can be assimilated from existing reports, studies, and plans.
- Define strengths, weaknesses, opportunities and threats (SWOT) as they relate to Joplin's tourism and hospitality sectors.
- Identify what entities, agencies, businesses, etc. are doing relating to visitor services and tourism development (i.e., where are the overlaps and the gaps?)

DELIVERABLES

1. Existing Joplin tourism/hospitality areas, visitor services, and tourism infrastructure assessment and diagram/map
2. Tourism and hospitality trends, visitor demographics and travel patterns report
3. Visitor infrastructure inventory worksheet
4. SWOT memorandum

TASK 1.3 –WORKING GROUP MEETINGS AND WORKING PAPERS DEVELOPMENT

The Design Workshop team will engage the TWG (formed at the project start-up) to draw out their collective knowledge and develop an understanding of their various perspectives. We will facilitate three (3) meetings throughout the project schedule. We will rely on the members and perhaps work groups to participate in research, outreach, and evaluation steps between meetings. The three meetings Design Workshop will facilitate in-person include:

1. Project Startup
2. Evaluating Initial Recommendations and Prioritization/ Review of White Paper findings
3. Draft Plan Review (corresponding with a public meeting)

One of the tasks will be to direct the TWG to develop Working Papers on various topics that will inform the Tourism & Hospitality Master Plan. The Working Papers will be data driven reports; including current conditions, challenges and opportunities. The Working Papers are intended to be succinct and may be included in the appendix of the final report. There are many topics that could be included, but at a minimum, we would like to more fully understand:

- Lodging and hospitality
- Redevelopment and economic strategic plans and projects
- Market position and strategy (including branding, identity, wayfinding)
- Marketing, advertising, communication
- Visitor services and facilities
- Transportation
- Recreation, sports, culture and arts
- Institutional and management structure
- Finance and funding

If the TWG or CVB staff is unable to produce a Working Paper for any of these topics (or supplementary information is needed) the consultant team will conduct interviews, research, and prepare the documents as an Additional Service.

DELIVERABLES

1. Three (3) facilitated meetings occurring at project milestones
2. Meeting agendas and meeting notes
3. Working Papers review, formatting and editing for consistency

TASK 1.4 – COMPETITIVE AND COMPARABLE ANALYSIS

The purpose of the Competitive Analysis is to answer these questions: What are competitive cities' tourism strategies, identity, and message? What public investments have been made in these cities? What are their sources and amount of funding? What is their market positioning? Who is their primary market? Where do they see the future for their city? What are their biggest issues and how are they dealing with them? The result of this analysis will be an understanding of how Joplin compares to other competitive destinations.

Design Workshop will provide a comparison of the Joplin tourism market to surrounding larger markets within an approximately 2-hour drive (i.e., Springfield, Tulsa, Kansas City, Wichita, Oklahoma City, Fayetteville, Branson) highlighting the factors which impact tourism and hospitality infrastructure.

Design Workshop will profile two cities with comparable attributes to Joplin but are not competing in the same market. These profiles serve as case studies and provide lessons learned that may be applicable to creating opportunities for Joplin.

DELIVERABLES

Competitive and Comparable Analysis Report profiling up to five (5) competitive cities and two (2) comparable cities.

PHASE II: DEVELOPING RECOMMENDATIONS

TASK 2.1– RECOMMENDATIONS, PRIORITIZATION, RESOLUTION OF CONFLICTING GOALS

The purpose of Task 2.1 is to provide recommendations for investing in the enhancement of Joplin and the tourism economy. Goals and criteria for prioritization will be reviewed with the TWG for refinement.

Design Workshop will develop information for the following evaluation criteria:

- Investment choices will be projected and their potential outcomes assessed
- Lodging/hotel long-range capital improvement needs
- Facilities and infrastructure improvement needs
- Economic impact analysis (ROI estimates) for top priority recommendations
- For marketing, funding, and delivery of visitor services purposes, identify partnerships needs among industry members, the private sector, local institutions, and neighboring municipalities

DELIVERABLES

1. Evaluation criteria matrix
2. Goal statements informed by TWG input
3. Initial recommendations and key initiatives report
4. Short-term and long-term priorities list, refined with TWG input
5. ROI estimate for top priority recommendations

TASK 2.2- PUBLIC MEETING AND QUESTIONNAIRE

In addition to the TWG weighing in on the priorities and recommendations of the plan, Design Workshop will conduct a meeting a wider-set of stakeholders and inform the public regarding the plan direction. This will include preparation of a presentation with keypad polling questions to gain instant quantitative feedback, the keypad polling questions will be provided to CVB staff to conduct a duplicate online survey for people unable to attend the meeting. This meeting will be timed to correspond with Work Group Meeting #3 in order to minimize travel time and expenses. CVB staff will be responsible for meeting advertisement and setup logistics.

DELIVERABLES

1. Public meeting presentation materials
2. Meeting planning worksheet
3. Keypad polling questions (1 draft and 1 final questionnaire)
4. Exhibit boards

PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION

TASK 3.1 - DRAFT MASTER PLAN

Design Workshop will produce a detailed document outline for review and input from the client group and the TWG. This outline will include organizing concepts and a listing of anticipated topics. In general, we anticipate the Master Plan document to include:

I. Joplin Tourism Vision (a stand-alone inspirational and graphic document to briefly explain the concepts of the plan to the general public)

II. Summary of background data and context for the plan, including the analysis of data that led to specific conclusions

III. Policy and methods for the development of tourism with a sustainable future, both to the natural environment, as well as long-term sustainability applied to the economy of tourism

IV. A general projection of revenues to be derived from the investment approach selected and the relative returns that are projected as direct or indirect benefits to Joplin.

V. A list of short-term and long-term priorities for investment in tourism. This might include marketing, program development, new facilities, environmental preservation, operational opportunities, event development, management structure and infrastructure components (such as transportation improvements and recreational facilities)

VI. Specific recommendations for the improvement of the built environment, especially redevelopment opportunities, will be provided and will deal with land use, scenic quality and new facilities that have destination tourism qualities

VII. Visitor services and facilities needed to capture target market (both services and capital investment)

VIII. Target market

IX. Funding and financing models

X. Appendices: Process Materials and Working Reports

DELIVERABLES

1. Draft document outline (framework)
2. Writing style guide and sample, with document graphic design boards for approval
3. Draft document (80 percent completed without appendices) in pdf format
4. One (1) revision cycle of the Framework Document

TASK 3.2 - FINAL MASTER PLAN DOCUMENT & LEADERSHIP MEETING

The Master Plan will serve as a guiding document to inform future tourism and hospitality decisions and direction. It will also communicate to the public and community organizations about services, offerings, and future plans.

DELIVERABLES

1. Second document revision cycle: 90% complete (formatted graphic document)
2. Final Master Plan Document in pdf format
3. In-person joint meeting with the CVB Board, City Council and others to be determined

FEES AND EXPENSES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of $73,640.

PHASE I: DEVELOPING THE CONTEXT		**$28,500**
1.1	Project Startup and Organization	$6,420
1.2	Situational Analysis	$6,700
1.3	Working Group Meetings and Working Papers	$9,400
1.4	Competitive and Comparable Analysis	$5,980
PHASE II: DEVELOPING RECOMMENDATIONS		**$18,080**
2.1	Recommendations, Prioritization, Resolution of Goals	$11,440
2.2	Public Meeting and Questionnaire	$6,640
PHASE III: DOCUMENTING AND COMMUNICATING THE PLAN VISION		**$20,460**
3.1	Draft Master Plan	$12,000
3.2	Final Master Plan & Leadership Meeting	$8,460
TOTAL LABOR COST:		**$67,040**
REIMBURSABLE EXPENSES		
Travel Expenses: 4 trips total. (4 for Zimmermann and 2 for Laybourn)		$4,300
Internal Printing		$800
Printed Meeting Materials: Boards, Maps + Handouts		$1,500
SUBTOTAL REIMBURSABLE EXPENSES		$6,600
TOTAL SUMMARY OF COSTS		**$73,640**

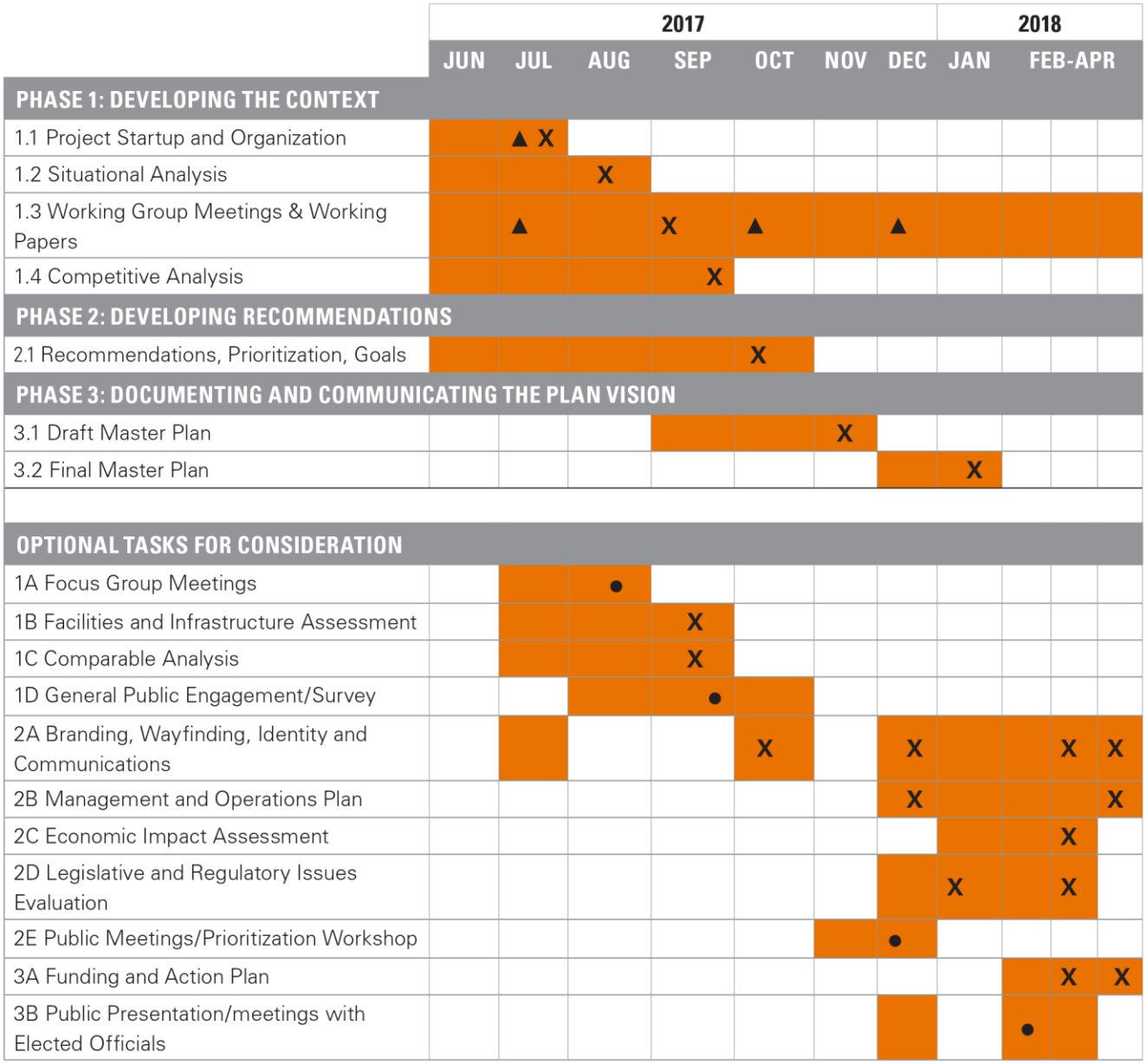
Reimbursable expenses are in addition to compensation for labor costs. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel (lodging, meals, transportation), telephone charges, technology charges, and printing expenses shall be billed at Design Workshop's cost. Reduced travel expenses and printing of materials will reduce reimbursable expenses charged.

SCHEDULE

Design Workshop is prepared (to begin services immediately) upon receipt of a signed copy of this proposal from an authorized owner's representative. The project budget is based on the expectation of a schedule not to exceed 11 months. Project management costs may need to be revaluated if the project duration is extended. Below is the revised generalized schedule:

SCHEDULE

Updated 04.24.2017



Milestones and Completion Dates

▲ = Client/Consultant in Person Meetings
● = Public Engagement Event
X = Completion Dates

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 1, 2017

ITEM: COUNCIL BILL NO.

ORIGINATING DEPARTMENT: PARKS AND RECREATION DEPARTMENT
ATTACHMENT: CONTRACT WITH SPRINTURF FOR SYNTHETIC TURF; SCHEDULE A

Parks Director: Paul Bloomberg
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a contract with Sprinturf in the amount of $461,363 for the installation of synthetic turf for the infields at Joe Becker and Wendell Redden Stadiums.

DISCUSSION:
As the result of grants and donations following the tornado that struck our community, there is a projected savings of $337,000 in the parks portion of the 1/4 -cent parks/storm water sales tax. With an increase in facilities and amenities within the parks department, staff began to evaluate parks projects that would help to decrease maintenance costs within the general fund, allow for the reallocation of staff time, as well as increase the possible usage of the current facilities. With this in mind, staff let a bid for synthetic turf with four different options. As discussed at two separate City Council work sessions staff recommends installing turf for the infields at Joe Becker and Wendell Redden Stadiums to help achieve these three goals.

Council gave direction to staff to proceed with contract negotiations for the installation of synthetic turf at Joe Becker and Wendell Redden Stadium infields. Of the four different options, Sprinturf was the company submitting the low bid on installing turf on both stadiums infields.

Sprinturf has met all the specifications that were required in the synthetic turf RFP and was the low bidder.

This council bill also amends the budget in the amount of $461,363.00 as set forth in Schedule A.

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

COUNCIL BILL NO. 2017-605 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Sprinturf, LLC for the purpose of installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty One Thousand Three Hundred Sixty Three and 00/100 Dollars ($461,363.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Sprinturf, LLC for the purpose of installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty One Thousand Three Hundred Sixty Three and 00/100 Dollars ($461,363.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Four Hundred Sixty One Thousand Three Hundred Sixty-Three Dollars and No Cents ($461,363.00) as set forth in Schedule A.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____, 2017.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
24-Apr-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
305	Infrastructure Fund					
				$	-	
	Infrastructure Improvements	305-4550-530-8505	Park Improvements			124,363
	Total Infrastructure Fund			$	-	124,363
130	Parks Stormwater Sales Tax Fund					
	Parks Projects	130-6550-560-8505	Park Improvements			337,000
	Total Parks Stormwater Sales Tax Fund			$	-	337,000
	Grand Total			$	-	461,363

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPRINTURF, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SPRINTURF, LLC Address: 550 Long Point Road, Suite 205, Mt. Pleasant, SC 29464	
Attention: Samuel L. Anselm, City Manager		Attention: Bruce Cheskin, Executive Vice President	
Department:		Phone: 843-936-6023	Fax:
Phone: 417-624-0820	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, 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:

Installation of Sprinturf synthetic field surface at Joe Becker and Wendell Redden Baseball Stadiums.

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 **120** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Parks and Recreation within 30 days after the date of this contract.

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

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

coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

City of Joplin – Parks and Recreation, 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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Fifty Thousand and no/100 Dollars ($2,750,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Fifty Thousand and no/100 Dollars ($2,750,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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.

e. 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.

f. 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 $461,363.00 (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 $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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 Parks 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. 2017-RFP-02
c. Contractor's response to 2017-RFP-02

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 the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Sixty-One Thousand Three Hundred Sixty-Three and no /100 Dollars ($461,363.00) 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

Printed Name: _____

Title: _____

_____
Peter Edwards, City Attorney

CONTRACTOR:

CITY OF JOPLIN, MISSOURI

By: _____

By: _____
Samuel L. Anselm, City Manager