COUNCIL AGENDA
Tuesday, July 5, 2016
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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Angela Comstock, 1521 S. Highview, request to address Council concerning to gate the alley and block 16th street to stop the run around traffic from Rangeline in our neighborhood.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-266
      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-0 and District R-1 and including in District C-3 property as described below and located at 1530 South Range Line Road, 2929 East 16th Street, 2925 East 16th Street, and 2921 East 16th Street in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-266 .PDF, COUNCIL BILL 2016-266.PDF, SUPPLEMENTAL CB 2016-266.PDF

   3. COUNCIL BILL NO. 2016-267
      AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-267 .PDF, COUNCIL BILL 2016-267.PDF, SUPPLEMENTAL CB 2016-267.PDF

   4. COUNCIL BILL NO. 2016-268
      AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-268 .PDF, COUNCIL BILL 2016-268 .PDF, SUPPLEMENTAL CB 2016-268.PDF

8. **Consent Agenda**

   1. Minutes Of The June 20, 2016 City Council Meeting

      Documents: CC MINUTES JUN 20-06292016115311.PDF

9. Resolutions

1. RESOLUTION NO. 2016-009
   A RESOLUTION adopting and approving all aspects pertaining to the City of Joplin, in the Jasper / Newton County Bi-County Hazard Mitigation Plan.

   Documents: RESOLUTION 2016-009 HAZMIT PLAN - KEITH STAMMER.PDF

2. RESOLUTION NO. 2016-013

   A RESOLUTION adopting and approving all aspects pertaining to the Edward Byrne Memorial Justice Assistance Grant FY2016 Local Solicitation in the amount of $35,091.00.

   Documents: RS2016-013.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-008
   AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by the property owner, Helen Stewart, against the City of Joplin, said payment being in settlement of all claims arising out of property damages to rental property at 210 S. Mineral that occurred on or about January 8, 2016; authorizing the Director of Finance to pay out the total sum of Five Thousand, Nine Hundred Dollars ($5,900.00) to Helen Stewart and Affordable Drywall from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

   Documents: SUMMARY_HELEN STEWART_SETTLEMENT OF PD BY JPD ON 1-8-2016_210 S MINERAL_5900_CB2016-008.PDF, HELEN STEWART_SETTLEMENT OF PROPERTY DAMAGE BY JPD ON 1-8-2016_210 S MINERAL_5900_CB2016-008.PDF

2. COUNCIL BILL NO. 2016-009
   AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin v. Randal and Shelly Kraft, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to satisfy the jury award in the case related to the acquisition of property generally located at 20th Street & Wisconsin, for the 20th Street Overpass Project, in Joplin, Jasper County, Missouri; and containing an emergency clause.

   Documents: SUMMARY KRAFT CONDEMNATION_JURY AWARD 223687.50 PLUS INTEREST_CB2016-009.PDF, KRAFT CONDEMNATION_JURY VERDICT AWARD 223,000 PLUS 687.50 ACCRUED INTEREST_CB2016-009.PDF, KRAFT_JURY VERDICT-CONDEMNATION CASE-FOR CB2016-009.PDF

3. COUNCIL BILL NO. 2016-130
   AN ORDINANCE approving the contract with Rosetta Construction, LLC, in the amount of Four Million, Seven Hundred Eighty-Three Thousand, Forty-Two and 30/100 ($4,783,042.30) for the Sanitary Sewer Renovation Phase 2 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

   Documents: CB-RENOVATION PHASE 2 2016-130 2.PDF, SUMMARY SHEET RENOVATION PHASE 2_2016-130 (002).PDF, EXHIBIT 1 PHASE II MAP.PDF, BID TAB FORM_RENOVATION PHASE 2.PDF

4. COUNCIL BILL NO. 2016-364

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Bates and Associates, Inc. in the amount of Four Hundred Seventy Five Thousand dollars ($475,000.00) to provide funding for the design and construction management of the Joplin Senior Citizen's Center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents: CB 2016-364 SUMMARY.PDF, CB 2016-364.PDF, EXHIBIT A - ARCHITECT AGREEMENT.PDF, EXHIBIT B - ARCHITECT AGREEMENT.PDF, EXHIBIT C - ARCHITECT AGREEMENT.PDF, EXHIBIT D - SCORESHEET INTERVIEWS.PDF, SENIOR CENTER JOPLIN ARCHITECT AGREEMENT - CONTRACT.PDF

5. COUNCIL BILL NO. 2016-514
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Salvation Army, an Illinois Corporation, for the sale of approximately 6,000 square feet of land at 726 Kentucky; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: CB 2016-514 SUMMARY SHEET LAND SALE 726 KENTUCKY.PDF, CB 2016-514 LAND SALE ORDINANCE 726 KENTUCKY.PDF, CB 2016-514 REAL ESTATE CONTRACT 726 KENTUCKY.PDF, CB 2016-514 QUIT CLAIM DEED 726 KENTUCKY.PDF, 726 KENTUCKY.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-010
AN ORDINANCE amending Chapter 2, Administration, Section 2-50, Code of Ethics. In general, creating a new Section 2-50(n) of the Joplin City Code.

Documents: SUMMARY_AMENDING CHAPTER 2-SEC 50 ETHICS CODE TO ESTABLISH A WAIVER_CB2016-010.PDF, AMENDING CHAPTER 2, ETHICS CODE_SECTION 2-50, TO ESTABLISH A WAIVER PROCESS.PDF

2. COUNCIL BILL NO. 2016-515
AN ORDINANCE repealing Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents: CB 2016-515 SUMMARY SHEET CHAPTER 58 FIRE FEE LANGUAGE CHANGE.PDF, CB 2016-515 CHAPTER 58 FIRE PREV AND PROT FIRE CODE LICENSE FEE CHANGE.PDF

3. COUNCIL BILL NO. 2016-607
An Ordinance amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing a new classification title for the Fire Department.

Documents: COUNCIL GRNSHT 2016-607 POSITION ADDITON UPDATED 6.23.16.DOCX, COUNCIL BILL ORDANCE 2016-607 UPDATING AND ADDING JOB DESCRIPTIONS FO FIRE DEPARTMENT - JULY 2016.DOCX, COUNCIL BILL 2016- 607 SUMMARY SHEET JULY JOB DESCRIPTION UPDATED FIRE DEPT (002).XLSX, FIREFIGHTER TRAINEE- FIRE DEPARTMENT REVISED 5 3 FOR COUNICL BILL 2016-607 JULY 2016.PDF, COUNCIL BILL 2016-607 PAY PLAN 12 15 UPDATED 6 13 FOR COUNCIL BILL JULY 2016 (004).PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Waiver Of Building Permit Fee And Future Building Projects Request By Joplin R-8

       Joplin R-8 is asking for a waiver of the building permit fee for the Early Childhood building project and future building projects.

    2. NEWS FROM THE PIO

    3. 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, 2015. 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)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 5, 2016

Item: COUNCIL BILL NO. 2016-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 6/13/2016

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

SUMMARY/REQUEST:
Case 018-16: 1530 South Range Line Road – A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash – Joplin Car Wash, LLC.

STAFF SUMMARY:
This property is located at the northwest corner of 15th Street and Range Line Road directly south of Payless Shoes and is just over an acre in size. It is located on the Range Line Road Commercial Corridor which has been classified as retail-commercial in the future land use map. The proposed development is an automatic car wash with free vacuum stalls. This traffic-intensive land use is appropriate for the Range Line Corridor and matches the future land use map for the City of Joplin. Residential areas to the west will be screened using a combination of a masonry wall and landscaping.

Staff recommends approval of Case 018-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Michael and Steve Hendricks requested the rezoning of property in Case 018-16 for a new tunnel car wash. They propose using the current entrance off Range Line Road. There will be three stacking lanes with sufficient space for 28 cars "before the gate" and an additional six cars "after the gate", with another six cars inside. Traffic will not be backed up on Range Line.

Mr. Michael stated this facility can process a vehicle every 22 seconds. Customers can use the free vacuums and to bring them back onto 16th Street, so there will be no congestion with people trying to turn north due to the median on Range Line. No access to the alley will be utilized.

Mr. Michael showed the commissioners photographs of one of their current facilities in Warrensburg, Missouri. It is a very aesthetically pleasing building. The polycarbonate roof and

glass gives it a very light and open effect to be able to have that customer feel safe and be able to see inside the car wash and know what's going to be happening while they're in there as well.

Mr. Michael has elevations for the proposed car wash, along with a full-sized rendering as it will look on the property there as well. He has included fencing and landscaping around the facility.

Mr. Dermott asked if customers can go east or west off 16th Street when they leave the facility, and Mr. Michael replied that is correct. They would be able to go east or west off 16th Street.

Mr. Duncan asked for additional information regarding the green space in the back and the fencing, as well as the material for the fencing. Mr. Michael is planning an eight-foot masonry wall in compliance with the City Code. A 10-foot wide landscaping buffer is in place in the back, with a seven-foot landscaping buffer on each side.

Mr. Cortez asked about the hours of operation, and Mr. Michael replied 7:00 a.m. to 8:00 p.m. They may stay open until 9:00 p.m. but have reviewed the City's noise ordinance, which requires closure by 10:00 p.m.

Mr. Cortez asked if the vacuums would be inoperable when the hours of operation are over, and Mr. Michael replied that is correct.

PUBLIC COMMENT:
Comments were received from the following:

Mr. Jeremy Shuey, 2911 East 16th Street, Joplin
Mr. Joe Landrith, 2914 East 16th Street, Joplin
Ms. Angela Comstock, 1521 South Highview Avenue, Joplin

They discussed ongoing traffic and speeding issues on 16th Street and in the alley between 15th and 16th Streets with the existing businesses in the area. They thought the traffic situation would be intensified by the car wash. They also expressed concern about trash in their yards. They would like 16th Street to be blocked off similar to how 14th Street was recently blocked off and would also like to close off the alley.

In response to comments regarding the closure of 16th Street, Mr. Smith suggested the neighbors make a plea to the City Council for a barrier or street vacation if the rezoning request is approved. Direction was received from the City Council to close 14th Street.

In response to comments regarding the closure of the alley between 15th and 16th Streets, Mr. Bolander stated the alley is a service alley, and vacation of a service alley is difficult since utilities exist in that corridor as well that the City staff must maintain and have access to. This alley provides a function that the staff must look at before requesting the vacation of the alley.

Ms. Cunningham stated what is being considered at this point is whether or not to rezone these three residential lots to commercial because it is in a commercial corridor from Highview Avenue to Range Line Road. The site plan is available because when the zoning intensity is increased in this area, the City staff requires some sort of site plan so the City Council can know what's going in. The discussion at this point is whether or not it is appropriate to rezone to a commercial use, with the City's future land use map dictating that commercial zoning is appropriate for this area.

P & Z Case 018-16
Joplin Car Wash, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-266 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-0 and District R-1 and including in District C-3 property as described below and located at 1530 South Range Line Road, 2929 East 16th Street, 2925 East 16th Street, and 2921 East 16th Street 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-0 and District R-1 and including same in District C-3:

ALL OF LOTS ONE HUNDRED AND SEVEN (107) THROUGH ONE HUNDRED AND TWELVE (112) EXCEPT FOR THE EAST FIFTEEN (15) FEET OF LOT ONE HUNDRED AND TWELVE (112) FOR STREET RIGHT-OF-WAY OF CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 _____, 2016, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: June 13, 2016
City Council Meeting: July 5, 2016

STAFF PLANNING REPORT
Rezoning

CASE 018-16 A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash

LOCATION 1530 South Rangeline

APPLICANT Joplin Car Wash, LLC.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O (Non-Retail Commercial)	Undeveloped	0.5 acres
R-1 (Single Family Residential)	Undeveloped	0.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1-PD (Planned Neighborhood Commercial District) and R-1 (Single-Family Residential)	C-2-PD (Planned Central Business District)	C-3-PD (Planned Commercial District)	R-1 (Single-Family Residential)
Land Use	Retail Commercial and Residential	Commercial	Commercial	Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as Retail-Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Road	Arterial/MoDOT	100'
16th Street	Secondary	60'

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?
Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED
Currently, this site is zoned C-O (Non-Retail Commercial) and R-1 (Single-Family Residential). A car wash is not permitted to be constructed in either of these zoning districts.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY
This zoning change would not detrimentally affect nearby property.

DISCUSSION
This property is located at the northwest corner of 15th Street and Rangeline Road directly south of Payless Shoes and is just over an acre in size. It is located on the Rangeline Road Commercial Corridor which has been classified as retail-commercial in the future land use map. The proposed development is an automatic car wash with free vacuum stalls. This traffic-intensive land use is appropriate for the Rangeline Corridor and matches the future land use map for the City of Joplin. Residential areas to the west will be screened using a combination of a masonry wall and landscaping.

Staff recommends approval of Case 018-16.

ENCLOSURES
Application
Map
Site Plan
Landscaping Plan
Conceptual Drawings

Application for Rezoning

Please return form to:
Joplin City Hall
Planning Division, 4th Floor
602 South Main Street
Joplin Missouri, 64801
Phone: 417-624-0820, ext. 511
Fax: 417-625-4738

For office use only

Case Number	018-16
Filing Fee	$450.00
Date Advertised	
Date Notices Sent	5-31-16
P&Z Date	6-13-16
City Council Date	7-5-16

Applicant: Joplin Car Wash LLC — Phone:
Address: 1530 Range Line Rd Joplin, MO — Zip: 64804
Email:

Owner: McAllister & Menke Real Estate Co. LLC&7 Wayne B Johnson Et Al. — Phone:
Address: 2001 W. 20th St. Joplin, MO — Zip: 64804
Email:

Location of Property: 1530 Rangeline Road & 2921, 2925, 2929 E. 16th Street, Lots 107-112, Joplin Mo

Legal Description: See Attached

Present Zoning: C-0 & R-1 Requested Zoning: C-3 Acreage: 1.17

Proposed Use of Property: Car Wash Facility

Surrounding Land Use and Zoning

	Land Use	Zoning
North	Retail Store and Housing	C-0 and R-1
South	Retail Store and Housing	C-0 and R-1
East	Gas Station and Restaurant	C-0
West	Housing	R-1

Character of the Neighborhood

Relationship to Existing Zoning Pattern

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

If yes, explain:
Yes, with all the lots being under the same ownership, combining them all into one commercial lot is needed in order to build the desired facility and keep commercial property adjacent to Rangeline Road.

Conformance with Comprehensive Plan

	Yes	No
1. Consistent with Development Policies?	X	
2. Consistent with Future Land Use Map?	X	

The following must accompany your application:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
    a. Site Plan
    b. Landscape Plan
    c. Building Elevations

Traffic Conditions:

Streets with Access to Property	Classification (Arterial, Collector, or Local)	Right-of-Way Width
Range Line Road	Arterial	100 FT
16TH Street	Local	50 FT
Alley	Local	20 FT

Will turning movements caused by the proposed use create an undue traffic hazard?

No

Is platting or replatting required to provide for:

	Yes	No
1. Appropriately sized lots?		X
2. Properly sized street right-of-way?		X
3. Drainage easements?		X
4. Utility easements?		X
Electricity		
Gas		
Sewers		
Water		

Unique characteristics of property and additional comments:

Signature: Kyle Miller

By: Kyle Miller Crockett Engineering

Date: 5/5/2016 Title: Project Engineer

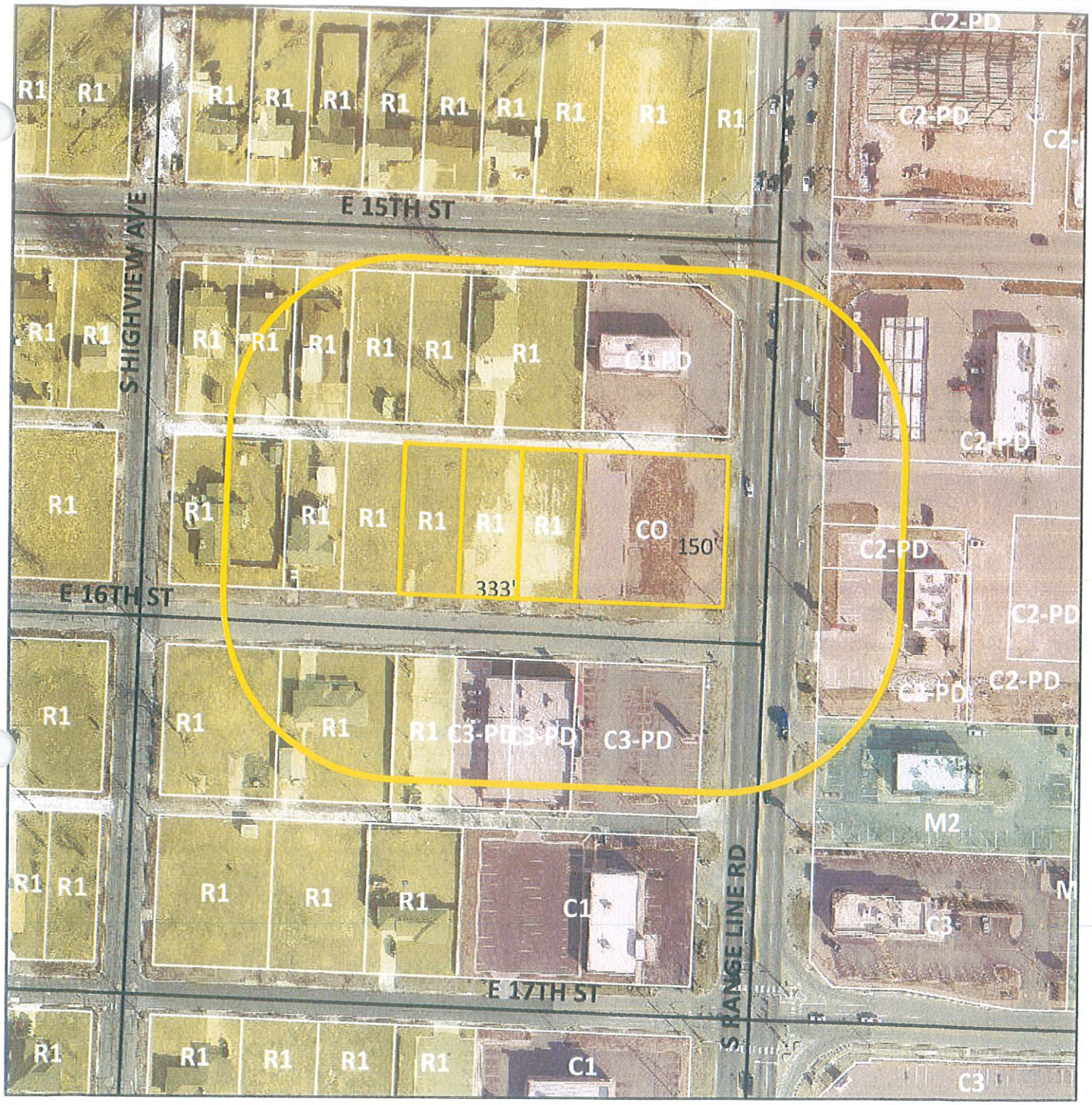
Joplin Car Wash, LLC
Rezoning Proposal
May 5, 2016

The proposed rezoning of the subject property will have minimal impact on the surrounding areas and neighboring properties. The primary access to the site will utilize an existing entrance off of Rangeline Road, an arterial roadway, as shown by the submitted preliminary plan. Secondary access will come off of 15th Street adjacent to the exiting commercial center that currently houses the CiCi's Pizza. A third, and less used access point, will be from the alley between 15the and 16th Streets. The proposed design will allow for adequate traffic flow from Rangeline, through the site, and then to 15th Street. We believe that all streets adjacent to this development are adequate to handle the traffic from this proposal.

The property can be served adequately by fire protection due to its proximity to adjacent roadways. While the site would allow for internal movements of fire apparatus, we believe that any fire assets deployed to the site would set up and maneuver within the existing roadways. With the subject property being served on three sides by public streets; the site can be easily accessed for fire protection.

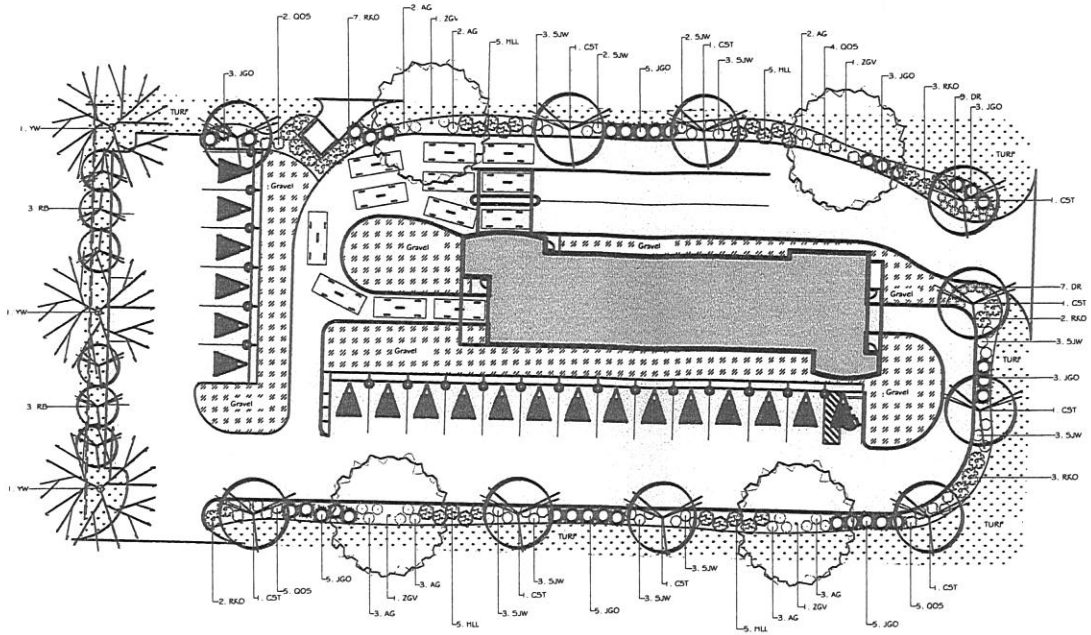
By rezoning a portion of the subject property, the character of the area will not change. With Rangeline Road being an arterial roadway, the vast majority of all of the adjacent properties are commercially zoned. By rezoning the small proposed rezoning tract to a commercial zone the area will maintain its commercial feel while the adjacent residential areas will be protected via screening and landscaping.

The rezoning of this property will benefit the City of Joplin by allowing the site to be developed as a single commercial development as opposed to a small, fragmented tract.



Case 018-16: 1530 South Rangeline Road – A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash – Joplin Car Wash, LLC.

N



PLANT SCHEDULE

Symbol — Quantity - Abbreviation - Scientific Name - Common Name - Install Size

4 - ZGV - Zelkova serrata - Zelkova 'Green Vase' - 2.5" Cal

10 - CST - Malus x Sutyzam - Crabapple 'Sugartyme' - 2" Cal

7 - AGG - Thuja occidentalis - Arborvitae 'Green Giant' - 6ft ht

3 - YW - Cladrastus kentukea - Yellowwood - 2.5" Cal

6 - RB - Cercis canadensis - Eastern Redbud - 2" Cal

17 - RKD - Rosa 'Radrazz' - Knockout Rose' - #5

20 - HLL - Hydrangea paniculata - Hydrangea 'Little Lime' - #7

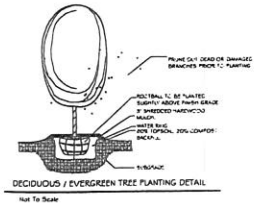
35 - JGO - Juniperus virginiana - Juniper 'Grey Owl' - #5

28 - SJW - Hypericum - St. John's Wort 'Blue Velvet' - #5

16 - GOS - Chaenomeles speciosa - Flowering Quince 'Orange Storm' - #5

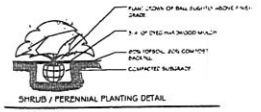
18 - AG - Miscanthus sinensis - Maiden Grass 'Adagio' - #5

16 - DR - Rosa Hydrinda - Drift Rose 'Coral' - #3



DECIDUOUS / EVERGREEN TREE PLANTING DETAIL

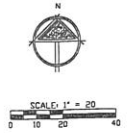
Not To Scale



SHRUB / PERENNIAL PLANTING DETAIL

Not To Scale

1. THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS THE PLAN SHALL GOVERN.
2. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING AWARE OF ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION.
3. LANDSCAPE CONTRACTOR TO REGRADE SITE GRADED TO +/-0.33 FOOT OF FINISHED GRADE.
4. PLANTING BACK FILL MIX IS TO CONSIST OF 80% NATIVE TOPSOIL, AND 20% ORGANIC MATTER.
5. SHRUB BEDS AND TREE WELLS ARE TO BE MULCHED WITH 3-4" DYED BROWN HARDWOOD MULCH.
6. PERIMETER OF BUILDING LABELED "GRAVEL" TO BE MULTI-COLOR DECORATIVE GRAVEL.
7. WEED BARRIER FABRIC TO BE PLACED UNDER GRAVEL.
8. STEEL EDGING TO BE INSTALLED BETWEEN GRAVEL AND TURF AND HARDWOOD MULCH BED AREAS
9. ALL TURF AREAS TO BE SODDED WITH FESCUE SOD.
10. ALL SEEDED AREAS WITH A SLOPE OF 2:1 OR GREATER SHALL BE CONTROLLED WITH EROSION CONTROL NETTING.
11. ALL BED AND LAWN AREAS SHALL BE IRRIGATED WITH POP-UP SPRAY HEADS.
12. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF TWELVE MONTHS.
13. ALL PLANTING BEDS AND TREE RINGS TO BE SEPERATED FROM TURF AREAS BY 'V' TRENCHING.
14. ALL PLANT MATERIAL MUST MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN.



ROST INC

Follow Rost, Inc...

2650 TRAILS WEST AVENUE
COLUMBIA, MO 65202
(573) 445-4465

WWW.ROSTLANDSCAPING.COM

LANDSCAPE DEVELOPMENT FOR TOMMY CAR WASH

JOPLIN, MO

DATE: 4.29.16
DESIGNER: JP
SCALE: 1"=20'-0"

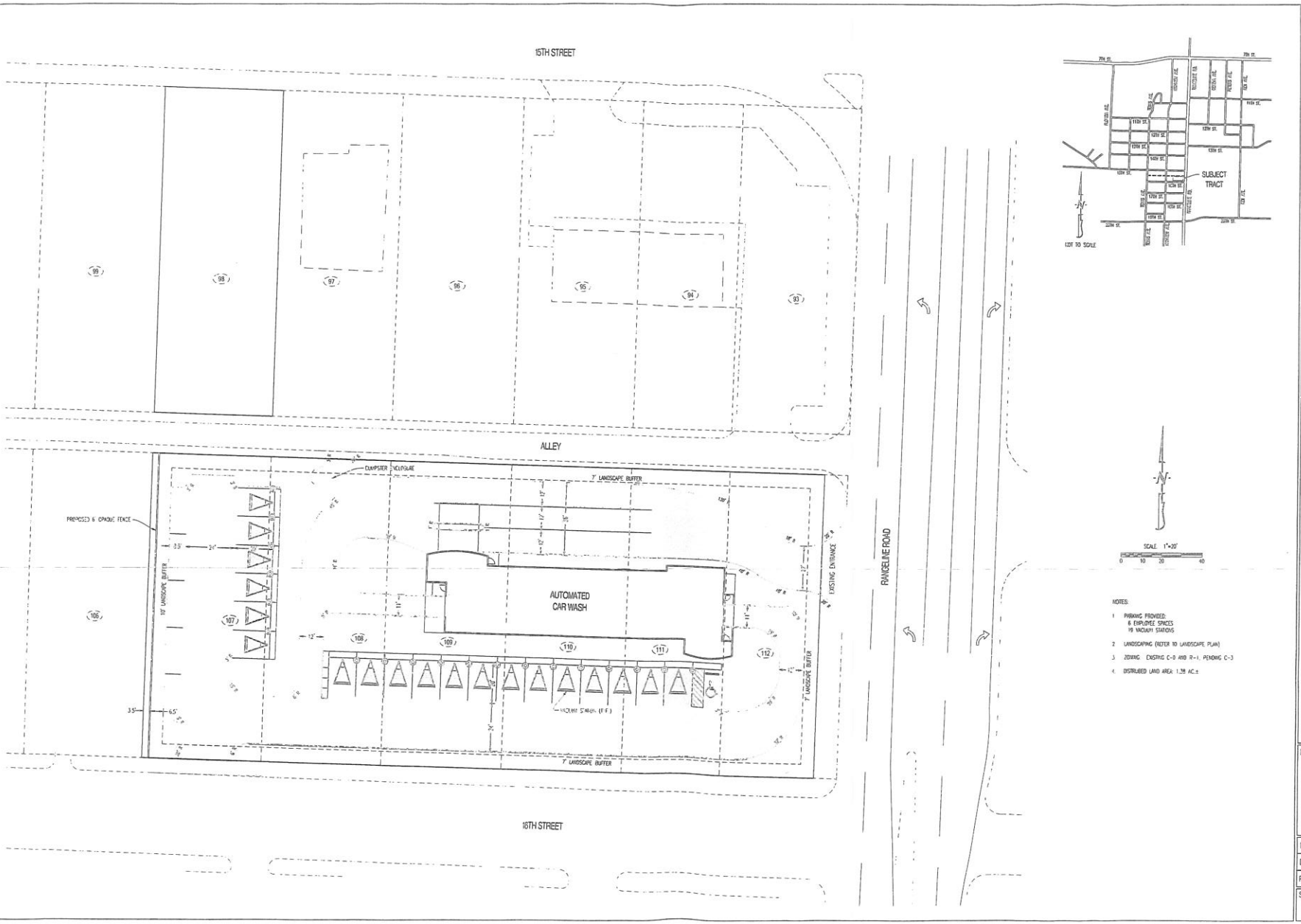
REVISIONS
5.2.16
6.8.16

SHEET NUMBER:
LS1

PROJECT NUMBER:
JPCAD2016

REPRODUCTION OF THESE PLANS IN WHOLE OR PART OR THE REPRODUCTION OF DERIVATIVE WORKS THEREOF WITHOUT THE WRITTEN PERMISSION OF ROST INC IS PROHIBITED

USE OF THESE PLANS IS LIMITED TO THE CONSTRUCTION OF THIS PROJECT ONLY. USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN USE ON THIS PROJECT IS STRICTLY PROHIBITED



NOTES:

1. PARKING PROVIDED:
   6 EMPLOYEE SPACES
   19 VACUUM STATIONS
2. LANDSCAPING (REFER TO LANDSCAPE PLAN)
3. ZONING: EXISTING C-0 AND R-1, PENDING C-3
4. DISTURBED LAND AREA: 1.38 AC.±

REVISIONS:

NO.	DATE
ORIGINAL	05/05/2018

PRELIMINARY
(NOT FOR CONSTRUCTION)

SITE/CIVIL ENGINEER:
CROCKETT
Engineering Consultants
1809 E. Broadway
Edmond, Oklahoma 73034
(405) 697-8724
www.crockettengineering.com
Crockett Engineering Consultants, LLC
Oklahoma Certificate of Authority
#7777

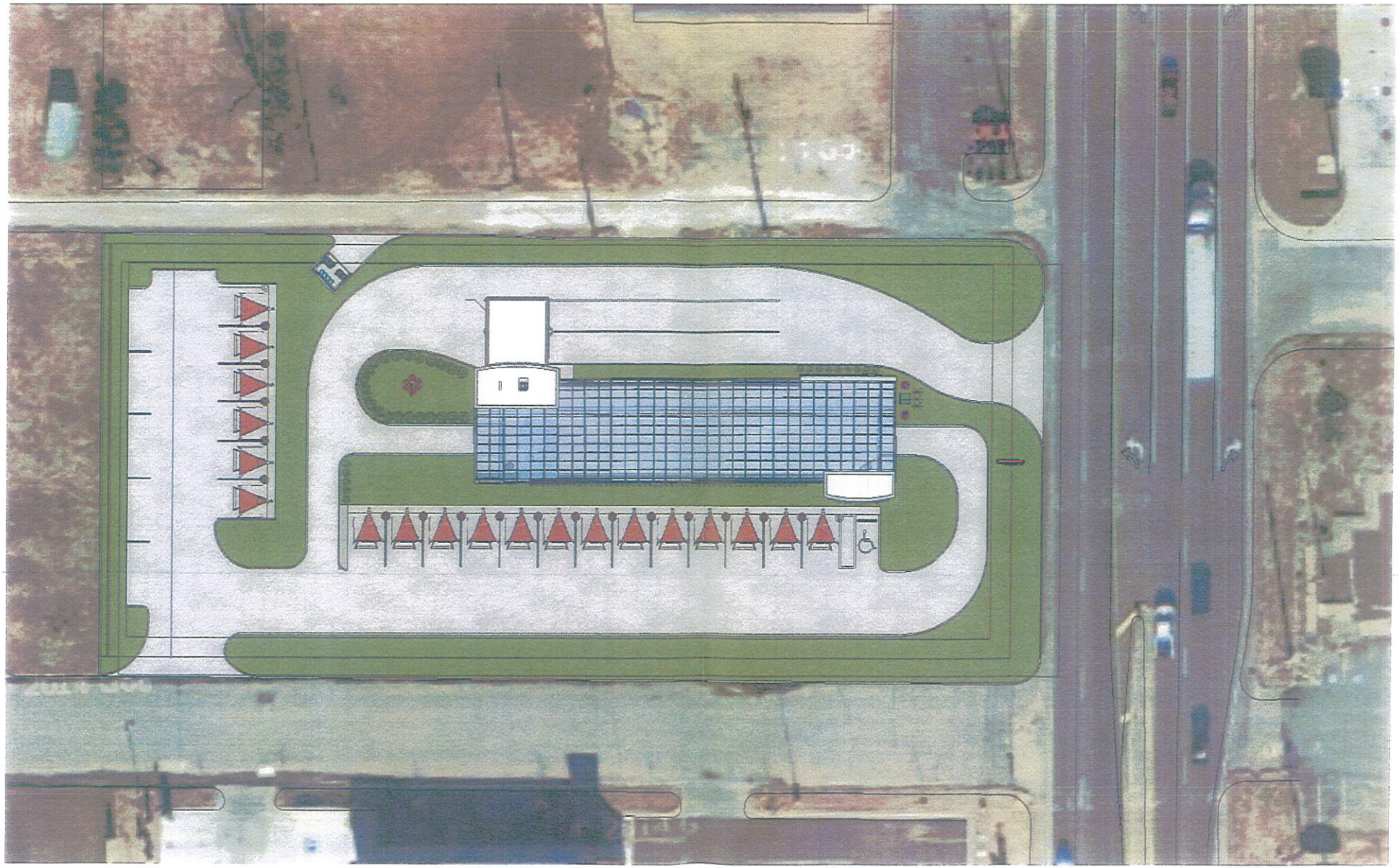
OWNER:
JOPLIN CAR WASH LLC
1551 RANGELINE ROAD
JOPLIN, MO 64801

TOMMY CAR WASH

SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST
JOPLIN, JASPER COUNTY, MISSOURI

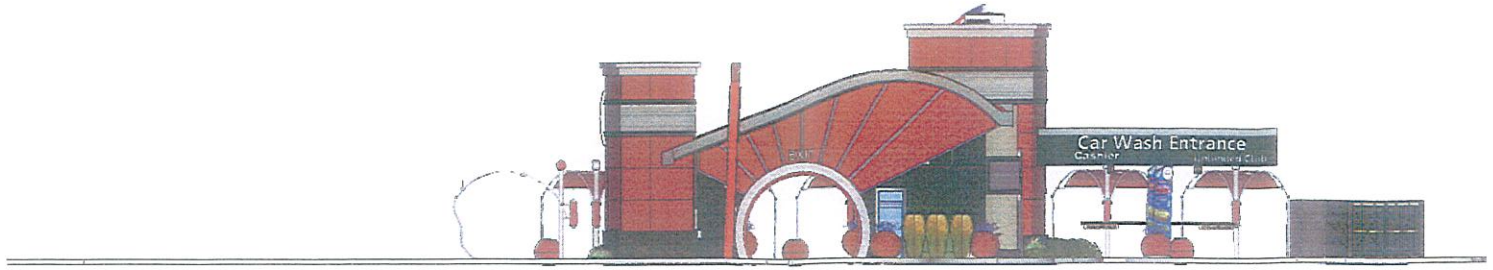
DRAWING INCLUDES:
SITE PLAN

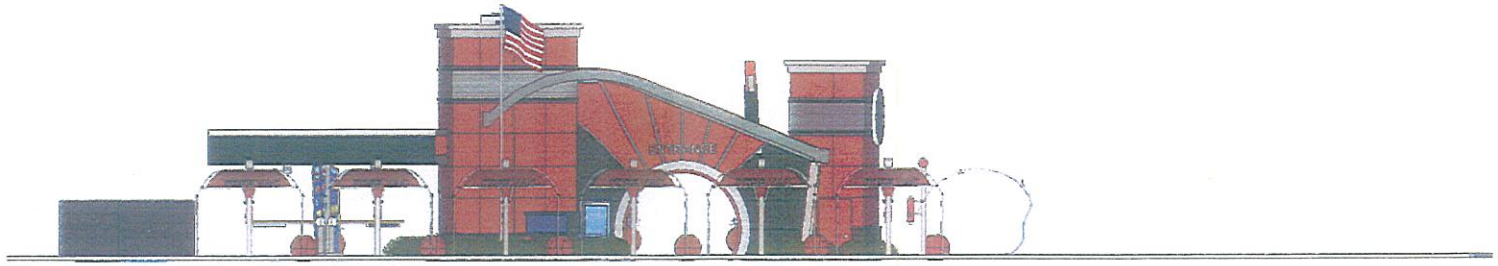
DESIGNED:	NTE
DRAWN:	MJF
PROJECT NO.:	180038
SHEET:	CE1

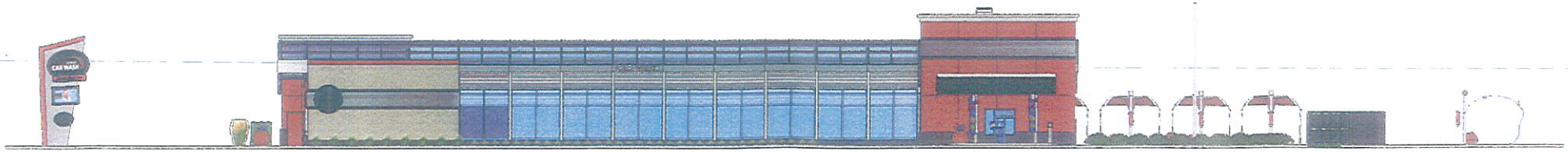


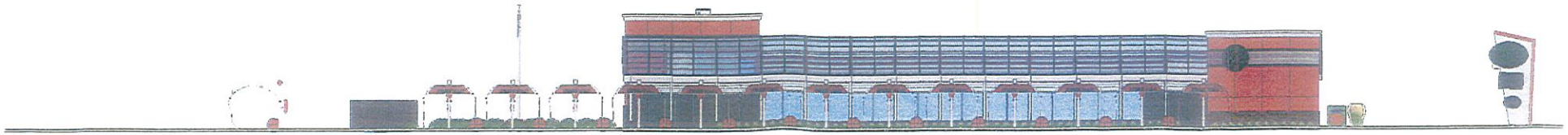
CAR WASH
JOPLIN, MO

Tommy Car Wash Systems









CAR WASH

JOPLIN, MO

Tommy Car Wash Systems



CAR WASH
JOPLIN, MO

Tommy Car Wash Systems



CAR WASH

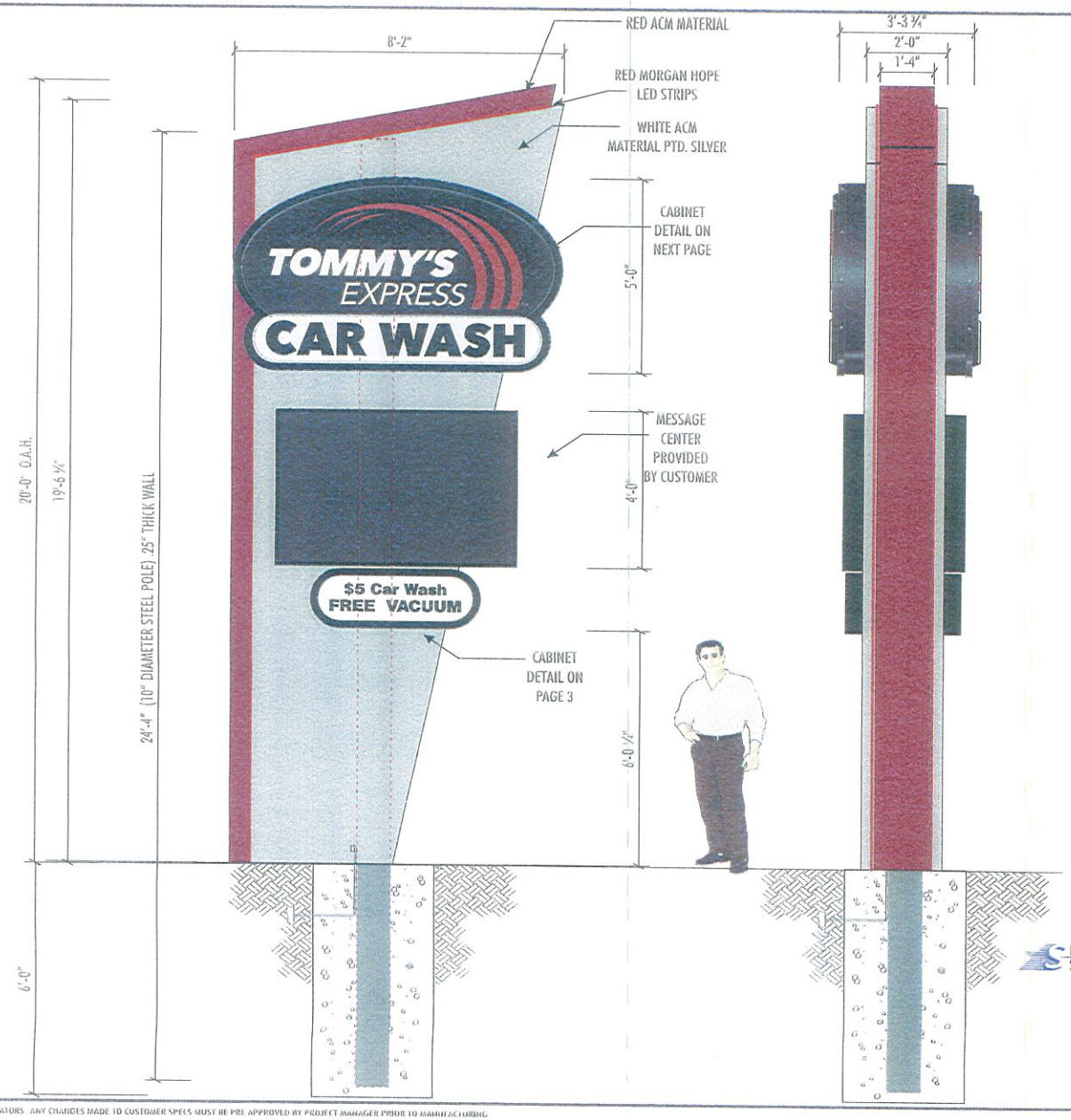
JOPLIN, MO

Tommy Car Wash Systems



CAR WASH
JOPLIN, MO

Tommy Car Wash Systems



DOUBLE SIDED INTERNALLY ILLUMINATED PYLON SIGN
SCALE: 3/8" = 1'-0"

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING

REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceeding arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Tess or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.

Customer Signature:

Since 1956
StarliteSign LP
www.starlitesign.com
7923 E. McKinney St., Denton, TX 76208
(940) 382-8850 Fax: (940) 387-0429

TOMMY'S CAR WASH SYSTEMS
581 Ottawa Ave.
Holland, MI 49423

DAVID SCOTT	DIANA COLLINS

Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.

K. Hufnagle	55123	01-08-16	1601-018	01 of 03

REVISIONS

I.E.D. POWER SUPPLY PRIMARY WIRING CONNECTORS CONNECTED TO LINE VOLTAGE IN ACCORDANCE WITH NEC ARTICLE 600.

Construct & Install Using Only U.L. Listed Components & In Accordance w/Art. 600 of the N.E.C. & any Applicable Local Codes

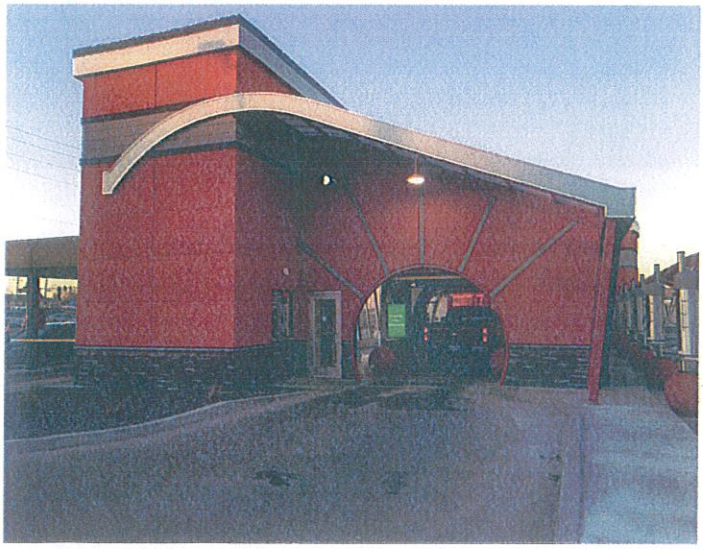
U/L LABELS REQUIRED

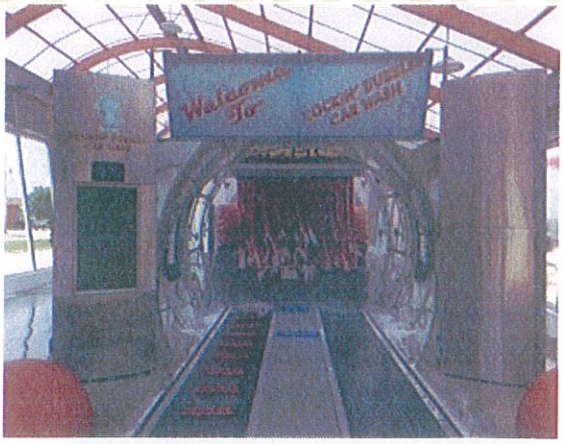
(1) 20amp
120V DEDICATED CIRCUIT(S) REQ'D

Current 100' in Warrensburg

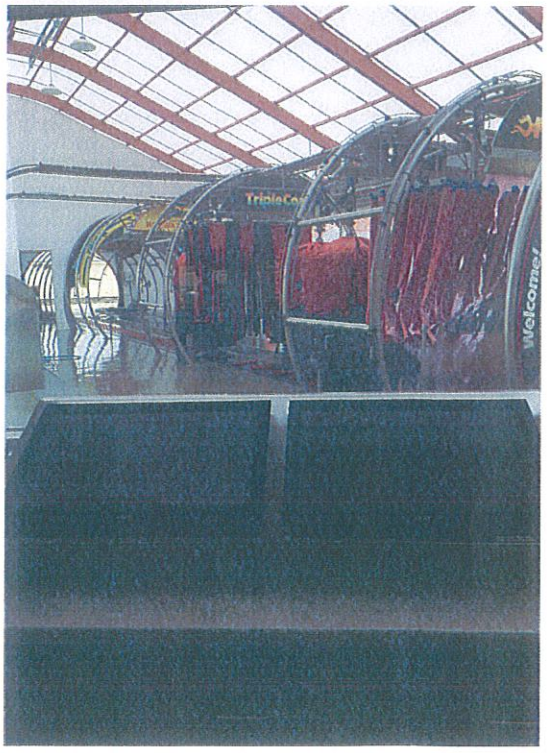












Case 018-16: 1530 South Range Line Road – A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash – Joplin Car Wash, LLC.

Mr. Smith opened the public hearing for Case 018-16.

Mr. Chris Michael and Mr. Steve Hendricks appeared requesting the rezoning of property in Case 018-16 for a new tunnel car wash. They propose using the current entrance off Range Line Road. There will be three stacking lanes with sufficient space for 28 cars "before the gate" and an additional six cars "after the gate", with another six cars inside. Traffic will not be backed up on Range Line.

Mr. Michael stated with this facility and the belt system that they use, they can actually process a vehicle every 22 seconds, with a rate of 160 cars per hour out of this facility. Customers will be allowed to use any of the free vacuums and to bring them back onto 16th Street, so there will not be any congestion with people trying to turn back north due to the median on Range Line. Traffic will be controlled by the stop sign at 16th and Range Line. No access to the alley will be utilized as well.

Mr. Michael showed the commissioners photographs of one of their current facilities in Warrensburg, Missouri. Not only does the building set a standard for what he wants their customer experience to be, but it also sets a standard for what they want their car wash to be. It is a very aesthetically pleasing building. The polycarbonate roof and glass gives it a very light and open effect to be able to have that customer feel safe and be able to also see inside the car wash and know what's going to be happening while they're in there as well. The facility is very eco-friendly because it is more energy-efficient.

Mr. Michael has some elevations for the proposed car wash, along with a full-sized rendering as it will look on the property there as well. He has included fencing in the back, along with the landscaping plan that has been discussed with the City staff.

Mr. Dermott asked if customers can go east or west off 16th Street when they leave the facility, and Mr. Michael replied that is correct. They would be able to go east or west off 16th Street.

Mr. Duncan asked for additional information regarding the green space in the back and the fencing, as well as the material for the fencing. Mr. Michael is planning an eight-foot masonry wall in compliance with the City Code. A 10-foot wide landscaping buffer is in place in the back, with a seven-foot landscaping buffer on each side.

Mr. Cortez asked about the hours of operation, and Mr. Michael replied 7:00 a.m. to 8:00 p.m. They may stay open until 9:00 p.m. but have reviewed the City's noise ordinance, which requires closure by 10:00 p.m.

Mr. Cortez asked if the vacuums would be inoperable when the hours of operation are over, and Mr. Michael replied that is correct. They don't want to create any interference with the surrounding residential area.

Mr. Smith asked for comments from the audience.

Mr. Jeremy Shuey, 2911 East 16th Street, Joplin, stated that he and his neighbors don't necessarily oppose the car wash. He expressed concern about traffic speeding down the alley behind his home to avoid the traffic signal at 15th Street and Range Line Road. He stated this is an area for families with children playing basketball in that alley, and everyone having pets. He stated the developers have drainage plans, but he would like to see something done with that alley.

Mr. Smith did not believe there is any access to the alley. Mr. Shuey stated the alley between 15th and 16th Streets opens up to Range Line, with anyone not wanting to wait for the traffic signal turning into the alley and speeding down the alley.

Mr. Smith stated the car wash is designed to exit out onto 16th Street, but Mr. Shuey stated traffic will still enter into the alley at that point. He discussed problems with traffic exiting from CiCi's Pizza and stated people will exit the car wash and turn onto Range Line or turn down 16th Street, and they just speed all the way down 16th Street to Highview Avenue. Mr. Smith asked if this problem exists in the alley, and Mr. Shuey replied both in the alley and on 16th Street.

Mr. Duncan thought the neighbors should contact the police, and Mr. Shuey has called them many times. He discussed black skid marks on 16th Street and stated the police visit the area and stay for a short time. As soon as they're gone, the speeding starts again.

Mr. Duncan asked if the alley issue is related to the car wash, or if it is already a problem. Mr. Shuey replied it is already a problem, but he thought the car wash would intensify the issue because everyone likes to keep their car clean, with that facility being the newest, the best, and the nicest car wash in town. He stated the facility will be nice, but it's going to add to his problem.

Mr. Duncan asked if the car wash will have an entrance from that alley, and Mr. Shuey stated people will be able to turn beside Payless Shoes and access the car wash.

Mr. Cortez asked about access. Mr. Shuey asked if customers wouldn't be able to turn off Highview and come up his alley and into the car wash. Mr. Michael stated customers would not be able to enter the car wash from the alley. Mr. Shuey would love to see the alley blocked off, but that has nothing to do with the car wash.

Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared in opposition to the request. He discussed speeding problems with customers from CiCi's Pizza. He stated there are children in the neighborhood, and he would like to block off 16th Street just like 14th Street was closed adjacent to Chili's. He would like to have a cul-de-sac.

Mr. Landrith's alley was blocked off 15 years ago because of the traffic and the dust that was being created. He recommended blocking 16th Street off just like 14th Street was blocked off.

Mr. Smith asked about the procedure for Mr. Landrith to request the closure of 16th Street. Mr. Bolander replied this wasn't part of the original request when the applicants submitted their development plans. He discussed the unique situation on Range Line Road because direction was received from the City Council to close 14th Street.

Mr. Bolander stated the City's plan on this part of Range Line shows a commercial district at that location. It does not address any type of street vacations or alley vacations at this particular

location. The site plan the commissioners have before them was developed without showing any vacation of any type of streets or barriers.

Mr. Smith suggested that the neighbors make a plea to the City Council for a barrier or street vacation if they approve the rezoning request. Mr. Landrith has suggested closing 16th Street at his privacy fence to the City Council in the past. His wall is almost eight feet tall, and he thought extending that wall across 16th Street would be great.

Mr. Bolander stated the Planning and Zoning Commission does not have the authority to recommend closure of 16th Street since that is not part of the rezoning request.

Mr. Cortez asked about the posted speed limit on 16th Street, and Mr. Landrith replied 25 miles per hour. He stated people speed down 16th Street and hit the brake when they stop at CiCi's Pizza, and they speed down the street consistently. The neighbors anticipate additional traffic if the car wash is developed.

Ms. Angela Comstock, 1521 South Highview Avenue, Joplin, appeared in opposition to the request and stated she resides between 16th Street and the alley. She has the same traffic issues as the other neighbors but stated since CiCi's Pizza opened, she has a lot of trash in her yard as well. People come down 16th Street to Highview and throw trash onto her yard. She is not opposed to the car wash but thought both the alley and 16th Street need to be closed.

Ms. Comstock discussed the three traffic signals along this segment of Range Line Road and the problems with trying to maintain a residential neighborhood close to Range Line. She stated Highview Avenue serves as a bypass to Range Line, but closure of the alley and 16th Street would alleviate some of the issues with traffic and trash.

Mr. Duncan expressed concern about closing 16th Street and the alley for access by emergency vehicles. Ms. Comstock thought they could access the area from Highview Avenue.

Mr. Bolander stated the alley is a service alley, so the City staff must look at many different things. Vacation of a service alley is difficult since utilities exist in that corridor as well that the City staff must maintain and have access to. This alley provides a function that the staff must look at before requesting the vacation of the alley.

Mr. Bolander asked if the trash service is provided through the alley or on 16th Street.
Ms. Comstock replied her block receives trash service through the alley, while the remainder of the neighborhood receives trash service along the street.

Mr. Smith reminded everyone that the area between Highview Avenue and Range Line Road is a commercial corridor.

Ms. Comstock stated the barrier on 14th Street was so nicely done, and she would like to see that on 16th Street to help preserve her neighborhood.

Mr. Smith stated the vacation of 16th Street was denied by the City Council several years ago, so he believes something like this takes time. He asked the neighbors to continue visiting with the law enforcement personnel if there are issues.

Ms. Comstock asked about the process to close 16th Street, and Mr. Smith replied to discuss the issue with the City staff. Mr. Duncan suggested raising this issue with the City Council when the rezoning request comes before them.

Ms. Comstock asked if this is the City Council, and Ms. Cunningham replied this is the Planning and Zoning Commission. What is being considered at this point is whether or not to rezone these three residential lots to commercial because it is in a commercial corridor from Highview Avenue to Range Line Road. The site plan is available because when the zoning intensity is increased in this area, the City staff requires some sort of site plan so the City Council can know what's going in. The discussion at this point is whether or not it is appropriate to rezone to a commercial use, with the City's future land use map dictating that commercial zoning is appropriate for this area.

Ms. Cunningham stated the City Council hearing will be on July 5, 2016 at 6:00 p.m. in the Council Chambers.

Mr. Smith asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 018-16.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 018-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 5, 2016

Item: COUNCIL BILL NO. 2016-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 6/13/2016

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

SUMMARY/REQUEST:
Case 019-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, Inc.

STAFF SUMMARY:
This is the first of two utility easement vacation requests for the property located at 2030 Connecticut Avenue. Prior to the tornado, these easements were for sewer lines servicing the apartments at this location. After the apartments were destroyed by a tornado, this property was acquired by a new developer and the sewer lines were relocated. The property was then sold to a new developer without vacating the old easements and dedicating a new easement for the new sewer line.

These two easements are city easements and are not publicly platted utility easements. A new easement that matches the new sewer line will be dedicated to the City of Joplin.

Staff recommends approval of Case 019-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Greg Bowers, Anderson Engineering, appeared representing Redwood Development and stated this property contains the apartments just south of Commerce Bank at 20th Street and Connecticut Avenue. The easement to be vacated does not contain a sewer line at this time, with the sewer being realigned and a new easement being submitted for the existing sewer.

PUBLIC COMMENT:
None.

P & Z Case 019-16
Redwood Development, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-267 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut 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 a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> COMMENCING AT A POINT 620.45 FEET NORTH OF THE NORTHEAST CORNER OF LOT NUMBERED NINETY (90) IN SOUTHMORLAND ACRES ON THE WEST LINE OF CONNECTICUT AVENUE; THENCE WEST A DISTANCE OF 355 FEET; THENCE SOUTH 20 FEET; THENCE EAST 355 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: June 13, 2016
City Council Meeting: July 5, 2016

STAFF PLANNING REPORT

Vacation

CASE 019-16 A request for the vacation of a 20' utility easement

APPLICANT Redwood Development, Inc.

REPRESENTATIVE Anderson Engineering

LOCATION 2030 Connecticut Avenue

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility	20x350 ft

REASON FOR VACATION

Currently no utilities exist in this easement. The sewer line was relocated following the tornado.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This is the first of two utility easement vacation requests for the property located at 2030 Connecticut Avenue. Prior to the tornado, these easements were for sewer lines servicing the apartments at this location. After the apartments were destroyed by a tornado, this property was acquired by a new developer and the sewer lines were relocated. The property was then sold to a new developer without vacating the old easements and dedicating a new easement for the new sewer line.

These two easements are city easements and are not publicly platted utility easements. A new easement that matches the new sewer line will be dedicated to the City of Joplin.

Staff recommends approval of Case 019-16.

ENCLOSURES

Application

Vacation Sketch

RECEIVED
5-16-16

CITY OF JOPLIN
APPLICATION FOR VACATION OF STREET OR RESERVATION

Please return form to:
Joplin City Hall
Planning Division, 4th Floor
602 South Main Street
Joplin Missouri, 64801
Phone: 417-624-0820, ext. 511
Fax: 417-625-4738

For office use only

Case Number	019-16
Filing Fee	$450.00
Date Advertised	
Date Notices Sent	5-31-16
P&Z Date	6-13-16
City Council Date	7-5-16

I. Applicant Name: Redwood Development, Inc. Phone: 417-624-4144

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

Address: 3609 E. 20th Street Joplin, MO Zip: 64804

Email: bbrand@red-wood.com

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation_____

Utility vacation__x___

Other (Please specify)_____

III. Legal Description of area requested to be vacated: See Attachments

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

1. Private rights will not be injured or endangered by the vacation. No

2. The vacation will not cause the public to suffer a loss or inconvenience. No

3. In justice to the applicant(s) the vacation should be granted. Redwood Development, Inc.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

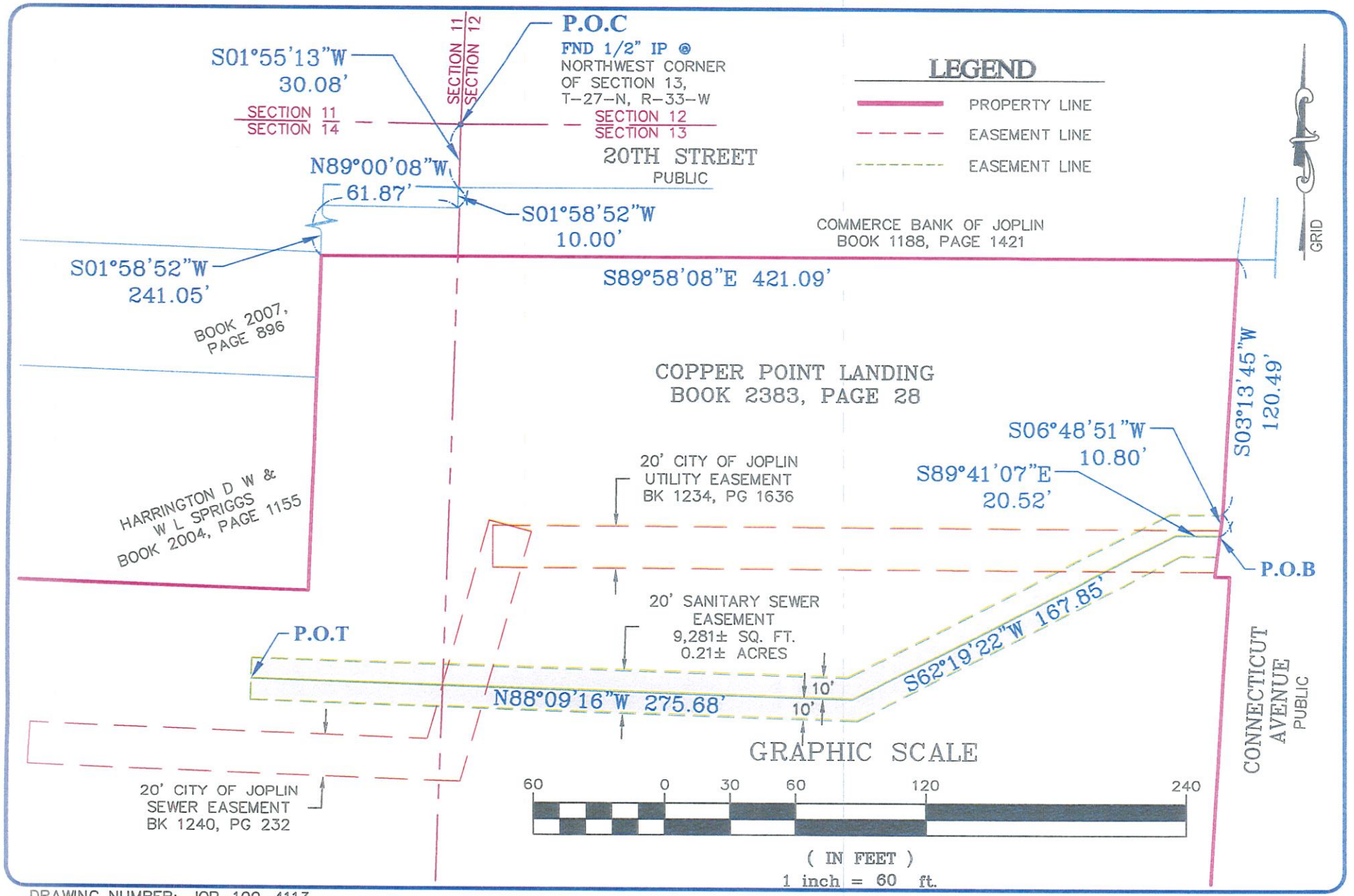
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: 5-6-16

BY: Ralph F. (Rick) Schroeder

TITLE: President



DRAWING NUMBER: JOP-100-4113

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
D STREET · JOPLIN, MO 64801 · PHONE (417) 782-7399

REDWOOD DEVELOPMENT

20' SANITARY SEWER EASEMENT SKETCH

CONNECTICUT AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

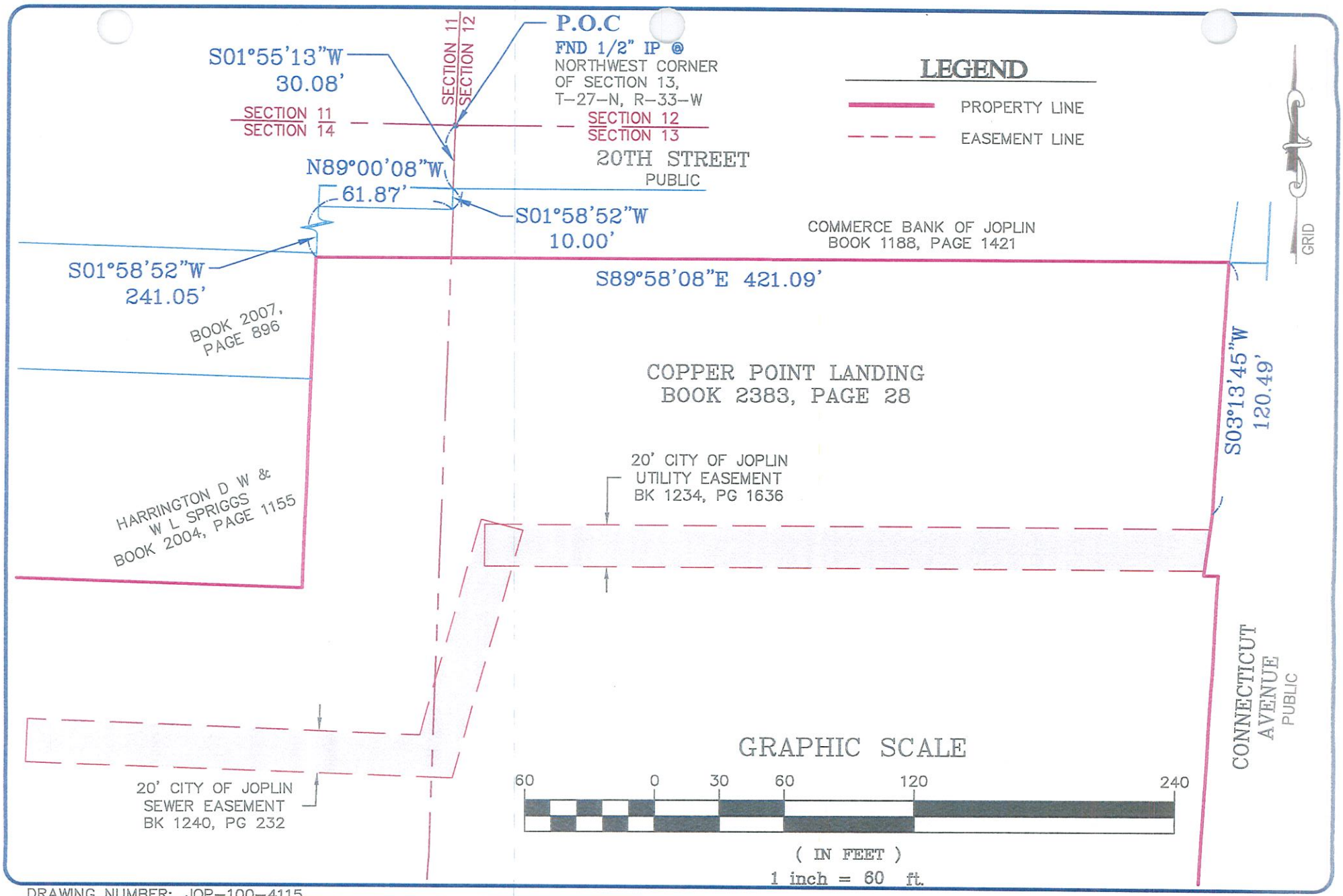
DRAWN BY: SLM	FIELD BY:
DATE: 5-4-16	FIELD BK:
CLIENT NO: 80002-16	SHEET NUMBER:

ANDERSON ENGINEERING
EMPLOYEE OWNED

NEW SANITARY SEWER EASEMENT:

A 20.00 WIDE SANITARY SEWER EASEMENT BEING A PART OF THE GRANTOR'S TRACT OF LAND, AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2383, AT PAGE 28, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG SAID WEST SECTION LINE, SOUTH 01°55'13" WEST, 30.08 FEET, TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY OF 20TH STREET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 01°58'52" WEST, 10.00 FEET; THENCE NORTH 89°00'08" WEST, 61.87 FEET; THENCE SOUTH 01°58'52" WEST, 241.05 FEET, TO A POINT LYING ON THE NORTH LINE OF SAID GRANTOR'S TRACT; THENCE ALONG SAID NORTH LINE, SOUTH 89°58'08" EAST, 421.09 FEET, TO THE NORTHEAST CORNER OF SAID GRANTOR'S TRACT; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO COURSES, SOUTH 03°13'45" WEST, 120.49 FEET; THENCE SOUTH 06°48'51" WEST, 10.80 FEET, TO THE POINT OF BEGINNING; THENCE ALONG A 20.00 WIDE SANITARY SEWER EASEMENT LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE DESCRIPTION, NORTH 89°41'07" WEST, 20.52 FEET; THENCE SOUTH 62°19'22" WEST, 167.85 FEET; THENCE SOUTH 88°09'16" WEST, 275.68 FEET, TO THE POINT OF TERMINATION. SIDELINES ARE TO BE LENGTHEN OT SHORTEN TO CREATE A CONTIGUOUS BOUNDARY. ALL LYING IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST, AND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; CONTAINING 0.21 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



DRAWING NUMBER: JOP-100-4115

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

REDWOOD DEVELOPMENT
SANITARY SEWER EASEMENT VACATE SKETCH
CONNECTICUT AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: SLM	FIELD BY:
DATE: 5-4-16	FIELD BK:
CLIENT NO: 80002-16	SHEET NUMBER: 1



Case 019-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, LLC.

N

Case 019-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, Inc.

Mr. Smith opened the public hearing for Case 019-16.

Mr. Greg Bowers, Anderson Engineering, appeared representing Redwood Development and stated this property contains the apartments just south of Commerce Bank at 20th Street and Connecticut Avenue. The easement to be vacated does not contain a sewer line at this time, with the sewer being realigned and a new easement being submitted for the existing sewer. Redwood Development would like to have the two sewer easements vacated.

Ms. Cunningham reminded the commissioners that these vacations are two separate requests since two separate easements are involved.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 019-16.

MR. DERMOTT MOVED, SECONDED BY MR. BROWN, THAT CASE 019-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 5, 2016

Item: COUNCIL BILL NO. 2016-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
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: 6/13/2016

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

SUMMARY/REQUEST:
Case 020-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, Inc.

STAFF SUMMARY:
This is the second of two utility easement vacation requests for the property located at 2030 Connecticut Avenue. Prior to the tornado, these easements were for sewer lines servicing the apartments at this location. After the apartments were destroyed by a tornado, this property was acquired by a new developer and the sewer lines were relocated. The property was then sold to a new developer without vacating the old easements and dedicating a new easement for the new sewer line.

These two easements are city easements and are not publicly platted utility easements. A new easement that matches the new sewer line will be dedicated to the City of Joplin.

Staff recommends approval of Case 020-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Greg Bowers, Anderson Engineering, appeared representing Redwood Development and stated this is the second part of the same non-existent sewer.

Mr. Dermott asked if there is a vacation and a new easement, or if it is strictly a vacation on this site. Ms. Cunningham stated there are two vacations, with the developer working with the City staff to dedicate a new easement over the new sewer line. The requests are just for the vacations.

Mr. Smith asked if the new easement must come before this commission, and Ms. Cunningham replied it will be handled through the planning department.

PUBLIC COMMENT: None.

P & Z Case 020-16
Redwood Development, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-268 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut 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 a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

COMMENCING 553.85 FEET NORTH AND 378.5 FEET WEST OF THE CENTER LINES OF 22ND STREET AND CONNECTICUT AVENUE, SAID POINT BEING THE BEGINNING OF A SEWER EASEMENT LYING 10 FEET ON EITHER SIDE OF A LINE RUNNING SOUTH 12 DEGREES 58 MINUTES WEST 115 FEET TO A POINT; THENCE SOUTH 90 DEGREES WEST A DISTANCE OF 190 FEET, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: June 13, 2016
City Council Meeting: July 5, 2016

STAFF PLANNING REPORT

Vacation

CASE 020-16 A request for the vacation of a 20' utility easement

APPLICANT Redwood Development, Inc.

REPRESENTATIVE Anderson Engineering

LOCATION 2030 Connecticut Avenue

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility	20x310 ft

REASON FOR VACATION

Currently no utilities exist in this easement. The sewer line was relocated following the tornado.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This is the second of two utility easement vacation requests for the property located at 2030 Connecticut Avenue. Prior to the tornado, these easements were for sewer lines servicing the apartments at this location. After the apartments were destroyed by a tornado, this property was acquired by a new developer and the sewer lines were relocated. The property was then sold to a new developer without vacating the old easements and dedicating a new easement for the new sewer line.

These two easements are city easements and are not publicly platted utility easements. A new easement that matches the new sewer line will be dedicated to the City of Joplin.

Staff recommends approval of Case 020-16.

ENCLOSURES

Application

Vacation Sketch

RECEIVED
5-12-16

CITY OF JOPLIN
APPLICATION FOR VACATION OF STREET OR RESERVATION

Please return form to:
Joplin City Hall
Planning Division, 4th Floor
602 South Main Street
Joplin Missouri, 64801
Phone: 417-624-0820, ext. 511
Fax: 417-625-4738

For office use only

Case Number	020-16
Filing Fee	$450.00
Date Advertised	
Date Notices Sent	5-31-16
P&Z Date	6-13-16
City Council Date	7-5-16

I. Applicant Name: Redwood Development, Inc. Phone: 417-624-4144

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

Address: 3609 E. 20th Street Joplin, MO Zip: 64804

Email: bbrand@red-wood.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation_____

Utility vacation x

Other (Please specify)_____

III. Legal Description of area requested to be vacated: See Attachments

_____

_____

_____

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

1. Private rights will not be injured or endangered by the vacation. No

2. The vacation will not cause the public to suffer a loss or inconvenience. No

3. In justice to the applicant(s) the vacation should be granted. Redwood Development, Inc.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: RL DATE: 5-6-16

BY: Ralph F. (Rick) Schroeder

TITLE: President



Case 020-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, LLC.

N

Case 020-16: 2030 Connecticut Avenue – A request for the vacation of a twenty (20) foot wide utility easement – Redwood Development, Inc.

Mr. Smith opened the public hearing for Case 020-16.

Mr. Greg Bowers, Anderson Engineering, appeared representing Redwood Development and stated this is the second part of the same non-existent sewer. They would like to vacate this easement also.

Mr. Dermott asked if there is a vacation and a new easement, or if it is strictly a vacation on this site. Ms. Cunningham stated there are two vacations, with the developer working with the City staff to dedicate a new easement over the new sewer line. The requests are just for the two vacations.

Mr. Smith asked if the new easement must come before this commission, and Ms. Cunningham replied it will be handled through the planning department.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 020-16.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 020-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES June 20, 2016

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. Shaw

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mrs. Colbert-Kean, second by Mr. Shaw to excuse Mrs. Lewis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0.

PRESENTATIONS

REPORTS AND COMMUNICATIONS
Chris Churchwell, Chairman presented the Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report.

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

CITIZEN REQUESTS AND PETITIONS
Callie Hudson, 1802 Natalie Lane, requests to address Joplin, concerning placemaking. Callie Hudson. 1802 Natalie Lane appeared before Council to discuss ways to improve the appearance of downtown. She spoke on turning your community around with people and places and stating we needed bigger trees and sidewalks. Motion by Mr. Stanley Second by Ms. Colbert-Kean to apply staff along with the Downtown Alliance Callie Hudson to be included in discussions in the improvements along Main Street. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Hogelin.

Leslie Haase, Finance Director, briefed Council on the Tax Increment Finance Hearings Resolutions presented.

PUBLIC HEARING FOR RESOLUTION NO. 2016-010 A RESOLUTION of the City of Joplin, Missouri, presenting an annual progress report of the Northpark Crossing TIF Redevelopment

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 Clerk's Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition to this item.

The public hearing was closed.

Mr. Stanley introduced RESOLUTION 2016-010. Based on the information submitted to the City Council at the public hearing, the City Council finds and determines that the redevelopment project described in the Northpark Crossing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such project. Motion by Mr. Stanley, Second by Mr. West, that Resolution No. 2016-010 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

PUBLIC HEARING FOR RESOLUTION NO. 2016-011 – A RESOLUTION of the City of Joplin, Missouri, presenting an annual progress report of the 1717 MarketPlace TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this item.

The public hearing was closed.

Mr. Stanley introduced RESOLUTION NO. 2016-011. Based on the information submitted to the City Council at the public hearing, the City Council finds and determines that the redevelopment project described in the 1717 MarketPlace Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such project. Motion by Mr. Stanley, Second by Mr. West, that Resolution No. 2016-011be approved. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

PUBLIC HEARING FOR RESOLUTION NO. 2016-012 -A RESOLUTION of the City of Joplin, Missouri, presenting an annual progress report of the Joplin Recovery TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

Mayor Seibert opened the Public Hearing

No one appeared in favor of or in opposition of this item.

The public hearing was closed.

Mr. Stanley introduced RESOLUTION NO. 2016-012. Based on the information submitted to the City Council at the public hearing, the City Council finds and determines that the redevelopment project described in the Joplin Recovery Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such project. Motion by Mr. Stanley, Second by Mr. West, that Resolution No. 2016-012 be approved. Voting in favor were

Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

CONSENT AGENDA – Motion by Mr. West, Second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

Minutes of the June 6, 2016 Council Meeting

COUNCIL BILL NO. 2016-004 - AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel. **ORDINANCE NO. 2016-089**

COUNCIL BILL NO.2016-264 - AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, to "Main Street" in the City of Joplin, Newton County, Missouri. **ORDINANCE NO. 2016-090**

COUNCIL BILL NO. 2016-265 - 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-1 and including in District R-2 property as described below and located at 1401 East Central Street in the City of Joplin, Jasper County, Missouri. **ORDINANCE NO. 2016-091**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-125 - an ordinance approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Five Hundred Sixteen and no/100 Dollars ($172,516.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2016-125 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-092**

Mr. Stanley introduced COUNCIL BILL NO. 2016-129 - an ordinance approving an agreement for Allgeier Martin and Associates not to exceed Seven Hundred Eighty-Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330.00) for Engineering Services Associated with the Crossroads Industrial Park Phase II and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2016-129 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 1, McCreary. Absent: 1, Lewis. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-093**

Mr. West introduced COUNCIL BILL NO. 2016-407- an ordinance an approving the City of Joplin to execute Amendment No. 7 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Two Hundred Nine Thousand Dollars ($209,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. West, Second by Mr. Shaw that Council Bill No. 2016-407 be approved on an emergency basis. Voting in favor

were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-094**

Mr. Shaw introduced COUNCIL BILL NO. 2016-513 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2016-513 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-095**

Mr. Stinnett asked the City Manager to provide Council salaries from every department the number one and two positions.

Mr. West introduced COUNCIL BILL NO.2016-606 - an ordinance approving a contract amendment with GLMV Architectural Firm for construction management services in the amount of Two Hundred Eighty-One Thousand One Hundred Sixty-Two and 00/100 Dollars ($281,162.00) providing how the cost shall be made and levied and containing an emergency clause. Motion by Mr. West, Second by Mr. Brown that Council Bill No. 2016-606 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-096**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS
NEW BUSINESS:

News from the PIO:
Since today is the FIRST official day of Summer – be sure to check out all of the fun activities offered through Joplin Parks and Rec Department. Many fun opportunities await at our parks, pools and skate park; and there are swim lessons and various leagues booth children and adults. Check these out at joplinparks.org or get their new phone app "Joplin Parks and Rec" to be just a quick glance away from their activities.
And the kids' Summer Day Camp is also offered through our Parks and Rec Department. For more information, call them at 625-4750 or go to joplinparks.org.
The Joplin Independence Day Celebration will kick off at 6:00 p.m. on Monday, July 4th at the Joplin Athletic Complex. Food vendors and concession stands will offer carnival-fare food items to those attending. Enjoy various family friendly activities throughout the evening, including sports games, a youth homerun derby, dunk tank, and a touch-a-truck event. Wristbands for access to bounce houses will be available to purchase and face painting will be available for a nominal fee. The Fraternal Order of Police is hosting a child safety event on-site providing free child identification kits to parents. Live music by the local band Solace begins at 7 pm and the fireworks show starts at 9:45 p.m.

Viewing areas will be available at the Gene Bassman Softball Complex and at the Wendell Redden Stadium located within the Joplin Athletic Complex. Visitors are encouraged to bring lawn chairs and blankets.

Joplin City Hall will be closed on Monday, July 4th for the Independence Day holiday. In addition, the Joplin Recycling Center, MAPS and the Sunshine Lamp Trolley will also be closed that day.

Residential Trash and Curbside Recycling services will not run on that day, so trash day will be one day later for all residents that week and run through Saturday.

And our next City Council meeting will be held on Tuesday, July 5th due to the July 4th holiday. All of these announcements can be found on our website.

Thanks to Jeff Tennis and Rick Allen for keeping the buildings cool during this hot period.

BOARDS AND COMMISSIONS APPOINTMENTS
REAPPOINTMENTS
Motion by Mr. Stanley, Second by Mr. West to reappoint the following to Boards and Commissions. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.
ADA: Betty McCartney; Library: Courtney Dermott and Bill Pate; Parks and Rec: Dustin Parker; Planning and Zoning: Keenan Cortez and Mike McGavran.

Motion by Mr. West to nominate Josh Bard and Les Cypret to the Capital Improvement and Public Safety Committee. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

Ms. Colbert-Kean nominated Miranda Comer to the CVB Board and Mr. Shaw nominated Traci-Palmer Robertson to the CVB Board. Both withdrew their nominations when Mr. Stanley made the following statement. Mr. Stanley asked that due to him not having a complete packet for boards and commissions to review he would like to postpone any further appointments. Motion by Mr. Stinnett, second by Mr. McCreary to postpone the remainder of the appointments. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, West 7. Nays: 1, Stinnett. Absent: 1, Lewis.

Mr. Stinnett said you all know Mr. Glaze has made application to the JIDA Board. I have asked the Council to push for a vote of waiver for city code 2-50. Mayor asked the City Attorney to define the City Code Section 2-50 (f)(3). No Council Member shall for a period of one year after serving the City appear before any board, commission, committee or agency of the city in relation to any, proceeding or application in which he personally participated during the period of his service or which was under his active consideration. A councilmember shall not be employed by the city, or any of its departments, boards, or agencies, for a period of one year after leaving the position of councilmember. After comments from members of council Mr. Stinnett made a motion with a Second by Mr. Stanley to look into potential language for a waiver dealing with this portion of the city code dealing with the one-year absence of a city council member prior to being appointed to a board, commission, or committee.

Ms. Colbert-Kean asked City Attorney if it were dealing with the Charter language and the City Attorney replied it was the City Code 2-50 section.

Mayor said the City Attorney would look into a what a waiver would look like and present to Council. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

Motion by Mr. Stanley, second by Ms. Colbert-Kean that applications for boards and commissions must be received in the office of the City Clerk office by noon on Thursday prior to the Council meeting day in order to be included in the packet. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: 1, Lewis.

There being no further business the meeting adjourned at 7:56 p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

RESOLUTION NO. 2016-009

A RESOLUTION adopting and approving all aspects pertaining to the City of Joplin, in the Jasper / Newton County Bi-County Hazard Mitigation Plan.

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

Section 1. That the Disaster Mitigation Act of 2000 (DMA 2000) was created to facilitate cooperation between state and local authorities. Section 322 of the Act specifically addresses: mitigation planning at the state and local levels; reinforces the importance of pre-disaster mitigation planning; and promotes sustainability as a strategy for disaster resistance.

Section 2. That DMA 2000 requires that individual communities have an approved local hazard mitigation plan in place in order to be eligible for project grants under the Hazard Mitigation Grant Program (HMGP) for disasters declared after November 1, 2004 and other grant programs such as the Pre-Disaster Mitigation Program (PDM).

Section 3. That DMA 2000 compliant predisaster mitigation plans are typically focused on: physical projects that reduce risk from natural hazards; changes in land development regulations such as zoning and building codes; public education programs; and addressing information and data deficiencies needed to develop the plans.

Section 4. That county governments have certain responsibilities for implementing Section 322, including: evaluating and reviewing the Plan after a disaster; completing a mandated five-year update submitted to both State & Federal Emergency Management Agencies for review and approval. Local governments have certain responsibilities for implementing Section 322, including: preparing and submitting a local plan; monitoring projects; and reviewing and updating the mitigation plan every five years.

Section 5. That the City of Joplin recognizes that no community is immune to disaster, and that we, the City, being located in a state that is vulnerable to disaster hazards, do desire to become more resistant to such disasters; and

Section 6. That the City of Joplin has in the past, and will in the future, continue to undertake measures to reduce the adverse impact of disasters in our community, to include (but not exclusively) participating in programs and activities with SEMA, FEMA, and other state and federal agencies, other county governments, and other local jurisdictions within this County; and,

Section 7. That the effort to become more disaster resistant is deemed worth of support and that all aspects pertaining to the City of Joplin, the Jasper / Newton County Bi-County Hazard Mitigation Plan, and incorporated by reference herein be approved; and

Section 8. That all aspects pertaining to the City of Joplin, in the Jasper / Newton County Bi-County Hazard Mitigation Plan, and incorporated by reference herein, shall be monitored, evaluated, updated and resubmitted to this governing body for re-adoption periodically

(at least) every five years from the date of the last adoption, by the Emergency Management Director.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2016-013

A RESOLUTION adopting and approving all aspects pertaining to the Edward Byrne Memorial Justice Assistance Grant FY2016 Local Solicitation in the amount of $35,091.00

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

Section 1. That the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

Section 2. That the Joplin Police Department and the Jasper County Sheriff's Department are eligible to receive $35,091 from the Edward Byrne Memorial Justice Assistance Grant Program FY 2016 Local Solicitation. The money will be divided by $17,545.00 going to the Joplin Police Department and $17,546.00 going to the Jasper County Sheriff's Office.

Section 3. That the Joplin Police Department will intend to spend approximately $12,000 on a drone that will assist investigators getting aerial photographs/video of crime scenes as well as assisting traffic officers getting aerial photographs/video of accident scenes. This equipment will also be used to assist us in locating lost/missing persons as well as in locating suspects who have ran into wooded areas from law enforcement. The department is also spending approximately $3,400 on a new ballistic shield for patrol officers to use. The department plans to spend the remaining $2,145 on medical bags for patrol cars that contain medical supplies.

Section 4. That the Jasper County Sheriff's Office will intend to purchase mobile fingerprint scanners for their patrol vehicles to help identify suspects, computer desktops and components to upgrade aging technology, and new television monitors for their mobile command vehicles.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
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: July 5, 2016
ITEM: Council Bill No. 2016-008 authorizing and approving the settlement of a claim for property damage asserted by the property owner, Helen Stewart, against the City of Joplin, said payment being in settlement of all claims arising out of property damages to rental property at 210 S. Mineral that occurred on or about January 8, 2016; authorizing the Director of Finance to pay out the total sum of Five Thousand, Nine Hundred Dollars ($5,900.00) to Helen Stewart and Affordable Drywall from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2016-008

DEPARTMENT HEAD:	**Peter C. Edwards**
H.R. / RISK MANAGEMENT:	**Dave Allgood**
POLICE DEPT:	**Chief Matt Stewart**
FINANCE DEPT:	**Leslie Haase**
CITY MANAGER:	**Samuel L. Anselm**

INTRODUCTION:

This Council Bill authorizes and approves the settlement of a claim for property damage asserted by the property owner, Helen Stewart, against the City of Joplin, said payment being in settlement of all claims arising out of property damages to rental property at 210 S. Mineral that occurred on or about January 8, 2016.

DISCUSSION:

On or about January 8, 2016, the Joplin Police Department executed an operation 100 SWAT Warrant at 210 S. Mineral, a rental property owned by Helen Stewart. JPD had been informed by two individuals that a suspect was inside the residence. JPD attempted to draw out the suspect using a loud speaker, robot, and CS gas prior to storming the residence. The suspect was not found at the scene. Ms. Stewart submitted a claim for $5,900.00 in damages to the residence. On or about June 16, 2016, Ms. Stewart executed a full release conditioned on payment of $5,900.00.

RECOMMENDATION:

Staff recommends passage of this Council Bill on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2016-008 ORDINANCE NO.

AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by the property owner, Helen Stewart, against the City of Joplin, said payment being in settlement of all claims arising out of property damages to rental property at 210 S. Mineral that occurred on or about January 8, 2016; authorizing the Director of Finance to pay out the total sum of Five Thousand, Nine Hundred Dollars ($5,900.00) to Helen Stewart and Affordable Drywall from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

WHEREAS, the Chief of Police and the City Attorney recommend payment of the sum of Five Thousand, Nine Hundred Dollars ($5,900.00) on behalf of Helen Stewart, resultant from a claim for property damage to her property when the Joplin Police Department attempted to apprehend a suspect and the use of force was necessary at or near 201 S. Mineral, in Joplin, Missouri, on or about January 8, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN,

MISSOURI, as follows:

Section 1. Approval of payment of settlement. The claim of property damages asserted by Helen Stewart, and settlement of all claims hereinabove set forth which provides for the payment of Five Thousand, Nine Hundred Dollars ($5,900.00) by the City of Joplin, Missouri, is hereby approved.

Section 2. Authorization for Director of Finance to expend funds. The Director of Finance of the City of Joplin, Missouri, is hereby authorized and directed to make payment in the amount of Five Thousand, Nine Hundred Dollars ($5,900.00) on behalf of Helen Stewart to: "Helen Stewart and Affordable Drywall", upon the advice and recommendation of the City Attorney, in settlement of all claims as hereinabove set forth, said payments to be made from the Insurance Account and charged to Account No. 515-7501-500-5305.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for the payment of damage claims, and settlement of said claims, upon recommendation of the City Attorney, is considered an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance deals with necessary repairs being made to damaged property in a timely manner to return this property to a habitable condition

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

of _____, 2016, 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: July 5, 2016

ITEM: Council Bill No. 2016-009 approving and authorizing payment of the jury award in the condemnation matter of City of Joplin v. Randal & Shelly Kraft.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2016-009; Exhibit "A" (jury verdict form)

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
PUBLIC WORKS:	Nick Heatherly	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves and authorizes payment of the jury award for the City's acquisition of property located generally at 20th & Wisconsin in Joplin, owned by Randal and Shelly Kraft.

DISCUSSION:

Randal and Shelly Kraft appealed the Commissioners' Award of One Hundred Twenty-Seven Thousand Dollars ($127,000.00) that was determined in 2014. The subsequent jury trial has resulted in an award to the property owners of an additional Ninety-Six Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($96,687.50), plus the accrued interest, which is approximately Twelve Thousand, Three Hundred Forty-Nine Dollars, Fifty-One Cents ($12,349.51). We recommend payment of these amounts into the Court to conclude the case and advise that an appeal is not warranted.

RECOMMENDATION:

Staff recommends this Council Bill be adopted on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2016-009 ORDINANCE NO.

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin v. Randal and Shelly Kraft, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to satisfy the jury award in the case related to the acquisition of property generally located at 20th Street & Wisconsin, for the 20th Street Overpass Project, in Joplin, Jasper County, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri, commenced a condemnation action for the acquisition of certain real property for public use necessary for the 20th Street Overpass Project which extends from Indiana east to New Hampshire Avenue on 20th Street in the City of Joplin; and,

WHEREAS, on April 29, 2014, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Randal and Shelly Kraft in the total amount of One Hundred Twenty-Seven Thousand Dollars ($127,000.00) which amount was paid into the Circuit Clerk's Office on May 12, 2014; and,

WHEREAS, the property owners, Randal and Shelly Kraft, requested that a jury determine their damages; and

WHEREAS, on June 22, 2016, in a case styled City of Joplin, Missouri v. Randal and Shelly Kraft, Case No. 14AO-CC00088, filed in the Circuit Court of Jasper County, Missouri, at Joplin, the jury returned a total award in the amount of Two Hundred Twenty-Three Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($223,687.50) plus accrued interest, due the property owners, Randal and Shelly Kraft.

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

Section 1. That payment of the jury award in the amount Ninety-Six Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($96,687.50) plus the accrued interest assessed by the Court, is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522.

Section 2. That this Ordinance dealing with 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, this constitutes an emergency because this Overpass Project for 20th Street is a public improvement and interest accrues on a daily basis.

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

_____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

VERDICT A

We, the undersigned jurors, assess the damage of the defendants at

$ 223,687.50 *(stating the amount).*

Note: All jurors who agree to the above must legibly sign or print their names below.

Elizabeth A. Adams

Steven A. Campbell

Wanda J. Endicott

Evelyn Wallace

Carolyn Mowry

Carolyn Madden

Ruby Stuart

John Chenault

COUNCIL BILL NO. 2016-130 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction, LLC, in the amount of Four Million, Seven Hundred Eighty-Three Thousand, Forty-Two and 30/100 ($4,783,042.30) for the Sanitary Sewer Renovation Phase 2 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster; and

WHEREAS, the City of Joplin was awarded $113,276,000 in Community Development Block Grant Disaster Recovery assistance from HUD to aid in the City's recovery; and

WHEREAS, significant damage occurred to the City's infrastructure within the recovery area

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

Section 1. That the contract be awarded with Rosetta Construction, LLC, in the amount of Four Million, Seven Hundred Eighty-Three Thousand, Forty-Two and 30/100 ($4,783,042.30) for the Renovation Phase 2 project in the City of Joplin, Missouri.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $4,783,042.30 from the Community Development Block Grant Fund, Account Number 415-4542-540-8680 Project GFCDII.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Rosetta Construction, LLC.

Section 5. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract will be approved in the 2015-2016 budget.

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

_____, 2016, by a _____ vote.

_____

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: July 5, 2016
Council Bill No. 2016-130
Item: Award of Construction Contract for the Sanitary Sewer Renovation Phase 2 Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map (Exhibit 1)
2) Bid Tab
3) Council Bill No. 2016-130

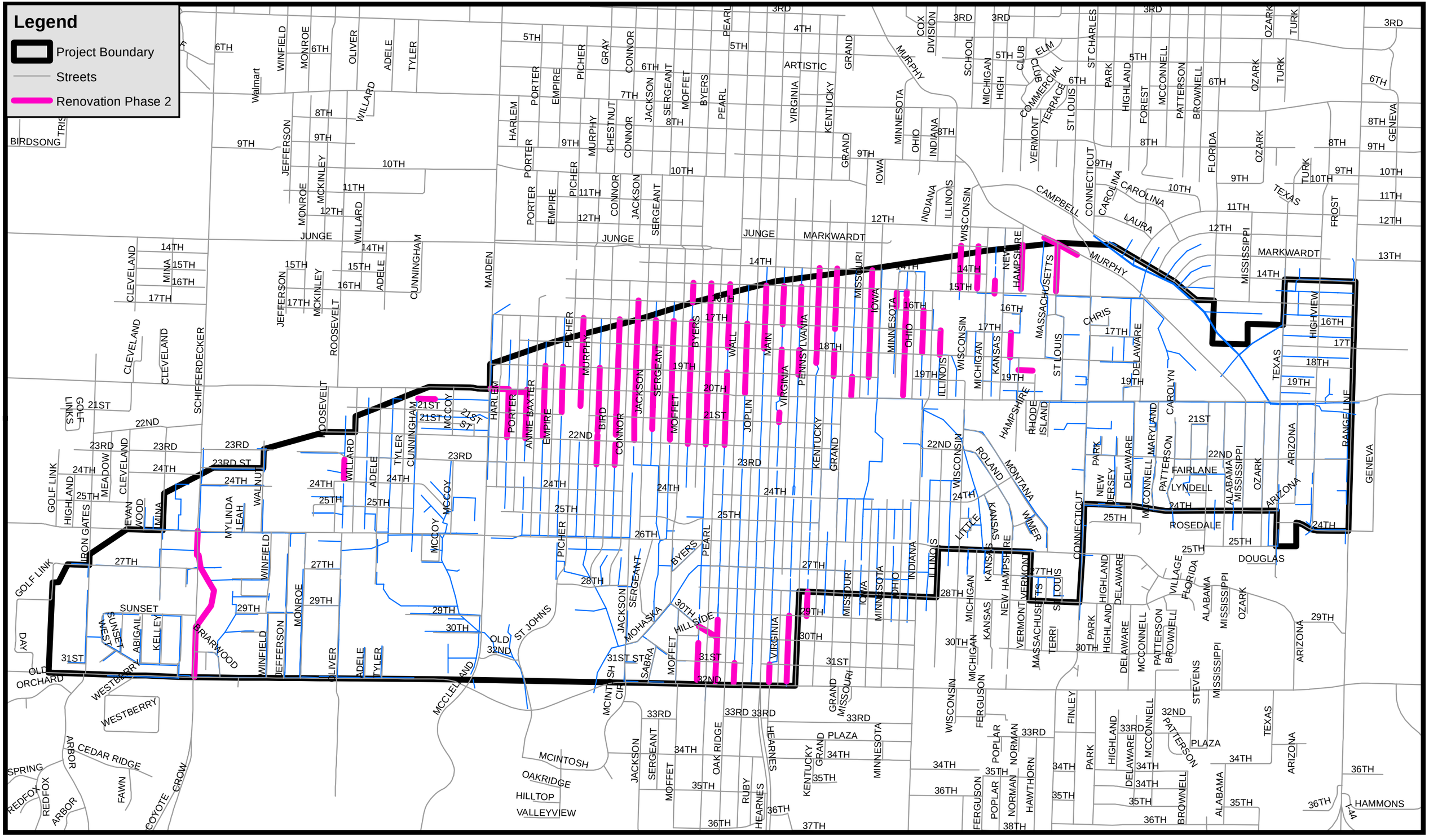
Department Head: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a Construction Contract with Rosetta Construction, LLC, in the amount of $4,783,042.30 for the Sanitary Sewer Renovation Phase 2 project as part of the CDBG-DR Program.

Background: On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sanitary sewer system within the disaster recovery area and to prepare plans and bid documents for reconstruction projects within that boundary. Continued repair and reconstruction of the sanitary sewer system in the recovery zone was a part of the Capital Plan approved by City Council on July 7, 2015.

Discussion: In accordance with the City of Joplin's procurement policies the project was advertised in the May 15, 2016 edition of the *Joplin Globe*. Bids from three companies were opened on June 9, 2016 with Rosetta Construction, LLC, providing the lowest bid. The low bid was below the Engineer's estimate. Work consists of the renovation of existing 8-inch, 10-inch, and 12-inch diameter sewer pipe through both trenchless and excavation reconstruction methods. Trenchless work includes the installation of over 20,000 lineal feet of Cured-In-Place Pipe (CIPP), nearly 1,000 lateral connection repairs (LCRs), installation of a flexible interior chimney sealant in nearly 180 manholes, and the application of cementitious lining in more than 100 manholes. Excavation work includes the reconnection of over 500 existing sewer service lateral lines, and about 20 point repairs on sewer main lines.

Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction, LLC, in the amount of $4,783,042.30 for the Renovation Phase 2 project on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



A M

ALLGEIER MARTIN AND ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 E. 24TH STREET JOPLIN, MISSOURI 64804

EXHIBIT 1
PHASE II PROJECT MAP

BID TABULATION

PROJECT: CDBG DR II Sanitary Sewer Collection System – Renovations Phase Two
DATE OF BID OPENING: June 9, 2016

CONTRACTOR	BID
Rosetta Construction LLC	4,783,042.30
Ace Pipe Cleaning Inc	4,928,065.50
Guam Construction Co., Inc	5,470,009.00
Engineer's Estimate	4,930,000.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 5, 2016

Item: CDBG-DR Joplin Senior Citizen's Center –Bates and Associates, Inc.
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Council Bill No. 2016-364
2) Bates Architectural/Engineering Agreement
3) Exhibit A - RFQ -2016-03
4) Exhibit B – Architect Response and Proposal
5) Exhibit C – Proposal Letter
6) Exhibit D - Scoresheet

Planning, Development and Neighborhood Services: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2016-364

INTRODUCTION:

The following Council Bill is for a contract between the City of Joplin and Bates and Associates, Inc. for the Design and Construction Management of the new Joplin Senior Citizen's Center. The new Senior Center will facilitate programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all seniors and their friends and families. The Center will provide access to life- enriching quality programs and nutrition services that will help enhance the quality of life and maximize independence for seniors within the City of Joplin.

DISCUSSION:

The Joplin Senior Citizen's Center specifically aims to provide a positive and nurturing place for Joplin area seniors to connect. The Center will encourage seniors to live healthy lifestyles.

In support of on-going and expanded seniors programming in the community, CDBG-DR funds will be used to construct a new facility to serve the growing senior citizen population within the City of Joplin. The project will be approximately 15,000 feet and includes associated surface parking spots and trail connectivity to 26th Street, St. John's Boulevard, and the adjacent Mercy Park. The identified site and area is currently undergoing significant revitalization efforts through the construction of the City of Joplin's Mercy Park, Kansas City University of Medical Biosciences under renovation, street and sidewalk improvements along 26th Street, the recently approved Joplin Schools Early Childhood Education Center, and the recently opened Freeman Hospital's Autism Center. Once all projects are completed, this area will serve as a focal point/meeting place for all

sectors of the community to come together. The facility design will conform to the adopted 26th Street Design Guidelines of the 2012 Comprehensive Plan.

The contract is in the amount not-to-exceed Four Hundred and Seventy-Five Thousand dollars ($475,000) for the design and construction management of the Joplin Senior Citizen's Center. The estimated reimbursable expenses shall not exceed Twenty-Four Thousand Dollars ($24,000).

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public health and safety issues, so Bates and Associates, Inc. may complete the design and construction management of the Senior Citizen's Center to meet the grant schedule and provide improved services to local senior citizens within Joplin City limits.

COUNCIL BILL NO. 2016-364 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Bates and Associates, Inc. in the amount of Four Hundred Seventy Five Thousand dollars ($475,000.00) to provide funding for the design and construction management of the Joplin Senior Citizen's Center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there was a negative impact to the existing senior citizen's center, due to the effects of the Tornado; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22nd, 2011; therefore,

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

Section 1. That the City enter into an Agreement no sooner than the Approval of the Release of Funds from the U.S. Department of Housing and Urban Development has been received, or Agreement in substantially similar in form, between the City of Joplin and Bates and Associates, Inc. in the amount of Four Hundred Ninety Nine Thousand dollars ($499,000.00) to provide funding for the design and construction management of the Joplin Senior Citizen's Center.

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) and 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the improvement of a public facility, and as such, is considered an emergency and shall take effect immediately upon passage, so Bates and Associates, Inc. may complete the design and construction management of the Senior Citizen's Center and provide improved services to local senior citizens within Joplin City limits as part of our time sensitive CDBG-DR program.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL AND ENGINEERING SERVICES (RFQ -2016-03)

JOPLIN SENIOR CITIZEN CENTER
TABLE OF CONTENTS

PURPOSE OF RFQ/GENERAL INFORMATION 3
SCOPE OF WORK 4
FEDERAL GRANT REQUIREMENTS 7
SUBMITTAL INSTRUCTIONS 8
SELECTION PROCESS 12
ADMINISTRATIVE REQUIREMENTS 16
EXHIBIT A – SPECIFIC REQUIREMENTS 17
EXHIBIT B – SITE PLAN 21
EXHIBIT C – UNAUTHORIZED ALIENS WORKERS ACT 22
EXHIBIT D – CITY CONTRACT 23

Purpose of RFQ/General Information

I. Background

In 2012 and 2013, the City of Joplin was awarded grants from the U.S. Department of Housing and Urban Development's Community Development Block Grant-Disaster Recovery ("CDBB-DR") program for a variety of redevelopment efforts. In 2015, the Joplin City Council approved a suite of projects including the relocation and construction of a new senior citizen center in the recovery area, to in part, help support the needs of the community's senior population as well as generate growth and economic resiliency in the wake of the 2011 tornado. The Joplin Senior Citizen's Center will be part of the redevelopment of the 26th Street corridor and the facility and site must conform to the City's 26th Street Corridor Design Guidelines. This project will be fully funded with Federal funds and is subject to the Federal laws and regulations associated with the CDBG-DR program.

The City currently employs approximately 500 full-time employees and is committed to safety, our people, our work environment, and the reconstruction of the Joplin community. Our citizens are a vital ingredient in our success; they are in part what keep us informed and focused on maintaining and growing the community and stewarding its resources for the future.

II. Purpose of RFQ

The City of Joplin proposes to obtain a highly qualified, capable firm(s) to act as the Architect/Engineer and construction manager/administrator during the planning and construction of the new senior citizen center. The final cost of the project will be determined following the selection of the firm based upon a detailed scope of work and the final cost should not be exceeded. The selected firm's services for the new senior citizen center will include, but are not limited to, assisting with project management, design, civil engineering, construction inspection, and programming of the facility which will include items such as estimating and compiling budgets, developing a conceptual design, coordinating additional RFP's and RFQ's for the project, and assisting with various CDBG-DR grant reporting requirements such as quarterly progress reports.

The City of Joplin will give prime consideration to the firm with significant current experience in the development, design, renovation, and construction, of similar buildings and projects. The City of Joplin reserves the right to negotiate with one or more parties. The City of Joplin is not obligated to enter into any contract(s) with firm(s) based on terms or conditions.

III. Specifications and Bid Forms

Specifications and bid forms are available from Tony Robyn, Assistant Director Planning, Development and Neighborhood Services at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids.

IV. Location

The City of Joplin is planning to construct a Senior Citizen Center (approximately 15,000- 20,000 square feet). The center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's Public Park, the recently opened Freeman Hospital's Autism Center, establishment of the proposed medical school, and the proposed development of a new affordable senior housing facility. The City of Joplin intends to competitively bid the construction of the project to qualified general contractors who will perform the work according to final plans and specifications proposed by the qualified firm chosen pursuant to this RFQ. Refer to Exhibit B for the projected site plan.

Scope of Work

The City is interested in obtaining the services of an architectural design firm to assist in the design and programming of the facility including such items as:

1. Estimating and compiling budgets
2. Full architectural and civil design
3. Design development documents as described in Exhibit A
4. Assisting with various CDBG-DR grant reporting requirements
5. Project management (to include construction management and inspection)

I. Contracting

The selected Architect/Engineering firm will be required to perform the basic architectural and engineering services to be specified more fully in a contractual agreement. The contractual agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as circumstances may dictate. The City of Joplin anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, the City of Joplin reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City of Joplin may (in its sole discretion) deem appropriate. The City of Joplin will not use the standard AIA contract documents to secure the professional services herein described.

The Architect/Engineering firm will be required to retain and be responsible for all basic engineering disciplines including but not limited to mechanical, electrical, plumbing, fire

protection, and structural engineering as appropriate for the Scope of work negotiated. Project management, civil engineering, construction management/inspection, furniture, fixtures and equipment, and landscape architecture included are included services in this RFQ. The Architect/Engineering firm is also required to identify and select the appropriate sub-consultants; however, the City of Joplin reserves the right to approve proposed sub-consultants that will be associated with the Project.

II. General Requirements

The selected firm will be responsible for:

A. Senior Center Design - Design of a senior center facility of approximately 15,000 square feet (subject to final design) at the southwest corner of 26th Street and St. John's Boulevard in Joplin, Missouri. The Center would have approximately 60 surface parking spots (to be finalized by Architect and City of Joplin building department), landscaping, pedestrian access improvements, and an intermodal trail park.

The building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions for those utilizing its services and possible visitors. The level of finish should be good quality, but not luxurious; the intent is to contain costs to the extent reasonable, but still provide the City an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Approximately 10% of the Center will be dual-use, shared space for a storm shelter, which will be designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The design team will require the necessary expertise to analyze space utilization and needs for various elements of senior center type operations.

While not seeking Leadership in Energy and Environmental Design (LEED) certification, the overall facility should incorporate LEED-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site usability, and storm water management. Facility lighting and space sound mitigation will vary to fit the needs of various proposed facility operations and activities. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for Center operations. Exterior glass will be designed to avoid UV impact on interior elements as well as heating/cooling problems and

security issues. Facility exterior glass should incorporate angling and/or anti-bird glazing to mitigate bird collisions given proximity to the adjacent park and landscaping.

The following additional facility innovations and improvements should be explored with cost and square footage projections:

1. Kitchen and storage to serve up to 1,500 seniors (Center supports 'Meals on Wheels' program)
2. Dining room to serve up to 150 seniors that dine in the Center each day. Preferably with large windows facing the park.
3. Bathrooms (ADA compliant)
4. Exercise room(s) to accommodate on average 40-50 seniors per class
5. Three (3) administrative offices
6. Quiet room- library, cards, dominos
7. Conference room
8. Billiards (pool) room
9. Health services room that allows privacy for senior services such as wellness exams, counseling, etc

Additional Design Considerations - Immediate building and site design will include surface parking for visitors up close for ADA accessibility and vehicle or bus covered drop-off location; overall parking lot must suit the needs of the center; final capacity will be determined by the final site plan and the City of Joplin building department. The selected firm will also need to be sensitive of area underground utilities east of the proposed site.

The conceptual site design should incorporate minimal care landscape elements. Considerable screening and berming should be incorporated providing facility and activity privacy on the western edge adjacent to the City Public Park and northern edge facing 26th Street. The overall design concept is to create a facility that is a family-friendly destination primarily for seniors, but should also accommodate adults, students and children, from adjacent surrounding neighborhoods and facilities for program participation. The Center design, frontage, and pedestrian elements should conform to, and integrate the City's 26th Street Corridor Design Guidelines as well as conform to all City codes and regulations.

B. Infrastructure and Site Conditions – The site is currently cleared of vegetation and buildings. The site is relatively level and has shown some evidence of underground

mine activities. Some lead soil remediation may need to take place during construction in accordance with Jasper County procedures. Adjacent park construction has also revealed some pinnacle rock exists in the area. Street access to the facility will be off St. John's Boulevard. Adequate utility infrastructure is already adjacent to the site. Innovative stormwater management, run-off quality, and Missouri native landscaping approaches are important and should be incorporated in the conceptual site plan. Exterior lighting and signage will be modest in keeping with the City's 26th Street Corridor Design Standards and will mitigate light pollution.

C. Site Plan Opportunity – Immediately west/southwest of the proposed Center site is a proposed 18 + acre City passive public park setting with trails, a stormwater management pond, and landscaped areas; site design should allow for trail interconnectivity with pedestrian park access, as well as access to the St. John's Boulevard trail under development. The site plan should at least include outdoor benches and lighting. Preferably the outside area with benches should provide tables to allow dining options outside. The site will need to be surveyed and platted. See attached map of site- Exhibit B.

D. Feasibility - The location is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures and debris. There are no anticipated construction obstacles at the proposed site. Adjacent streets are in place and all utilities are readily available.

Federal Grant Requirements

I. Use of Federal Funds

All contracts, services, purchasing, and activities must conform to U.S Department of Housing and Urban Development regulations, funding assistance for this project is through the Department's Community Development Block Grant Disaster Recovery Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-DR compliance requirements. The following is a brief summary of certain aspects of the compliance requirements.

A. Environmental Clearance - The City will perform an Environmental Review Record (ERR) pursuant to 24 CFR Part 58 following the execution and approval of the Project Development Agreement between the selected firm and the City. A successfully completed ERR will then require a 30 day public comment period prior to the Release of Funds. Prior to receipt of environmental clearance from the City, the firm may not commit any funds to, or undertake any physical or choice-limiting actions, including but

limited to property acquisition, demolition, or construction activities. Violations of this provision may result in the termination of the contract.

B. Accessibility - Project will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973.
C. Davis-Bacon - Project will be subject to Davis-Bacon wage and record-keeping requirements.
D. Lead Based Paint - HUD's lead based paint regulations at 24 CFR Part 35 will apply.
E. Section 3 - HUD's Section 3 requirements apply. In general, Section 3 requires community outreach, prior to awarding contracts and subcontracts to construct a project under the Program. The firm must conduct outreach to low-income individuals living in the area where the Center is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the Center. These requirements apply to any construction contract or subcontract in excess of $100,000. For additional information concerning Section 3, see http://www.hud.gov/offices/fheo/section3/section3.cfm.
F. Duplication of Benefits - The firm must document all funds obtained from any source from the date of the disaster until the date of this proposal, if applicable.
G. Prohibition against Eminent Domain - Firm may not undertake any involuntary acquisition of property in connection with this project unless the City has given its advance written consent.

Submittal Instructions

I. Delivery

The City of Joplin, Missouri will accept sealed qualifications until 5:00 P. M., April 8, 2016 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801. Any proposals received after the specified deadline will be returned to the firm. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in a sealed envelope with the Request for Qualifications number **(RFQ-2016-03)** and the firm's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. Proposals shall be limited to a maximum of forty (40) printed pages. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required. An original and eight copies of the responses, along with a digital copy on a flash drive or CD, are to be delivered to:

Contact: Tony Robyn
Assistant Director
Planning, Development, and Neighborhood Services
602 S. Main Street, 3rd Floor
Joplin, MO 64804
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Cdbgdr-rfp@joplinmo.org

II. Confidential/Proprietary

Please clearly mark "Confidential/Proprietary" any information that you seek to protect from public disclosure under the Missouri Public Information Act and submit such information in a separately marked envelope. The City of Joplin cannot assure any firm that information that is marked "Confidential/Proprietary" will remain private, however, in the event of a request for such information under the Public Information Act, the City of Joplin will timely notify you in writing of the request and you will be afforded the right to submit a briefing to the Missouri Attorney General.

III. Contents

Firms are expected to examine the entire scope of services outlined above and respond accordingly to each section. Failure to do so will be at the firm's risk and will prevent inclusion from future services should additional funds become available. To enable the City of Joplin to efficiently evaluate the responses, it is important that the firms follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

A. Cover Page - The following information should be included under the title "Request for Qualification Statements for Architectural/Engineering Services for the Joplin Senior Center (**RFQ-2016-03**)":

1. Name of firm
2. Firm address
3. Firm telephone number
4. Firm federal tax identification number (EIN)
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the firm on behalf of the firm.

B. RFQ Response - The submittal must detail how the design firm will provide the Scope of Services required by this RFQ as required by federal procurement guidelines. The design firms are encouraged to present in their submittals any alternate or creative means of providing any item specified in the Scope of Services. By submitting a response, firms

represent and warrant that all information provided in the response submitted shall be true, correct and complete. Firms who provide false, misleading or incomplete information, whether intentional or not, may be excluded.

Firms should letter and number responses exactly as the questions are presented herein:

A. ***Introduction (transmittal letter) -*** By signing the letter, the firm certifies that the signatory is authorized to bind the firm. The RFQ response should include:
   1. Brief statement of the firm's understanding of the scope of the work to be performed;
   2. Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in the State of Missouri;
   3. Confirmation that the firm has not had a record of substandard work within the last five years;
   4. Confirmation that the firm has not engaged in any unethical practices within the last five years;
   5. Confirmation that, if awarded the contract, the firm acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
   6. Any other information that the firm feels appropriate to support their understanding;
   7. Signature of an individual who is authorized to provide information of this nature in the name of the firm submitting the RFQ.

B. ***Company Profile -*** Provide the following information relative to your firm:
   1. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
   2. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
   3. 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.
   4. 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.

5. Describe their standard operating procedure with respect to reporting on progress and performance during the delivery of the contracted services, including for example information regarding resources, quantities, deliverables, risks, issues, actions and earned value management principles. Examples of sample reports identifying such information/data are preferred.
6. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The City of Joplin reserves the right to request any additional information to assure itself of a firm's financial status.

C. Organizational Structure **-** Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this project and provide the following:

1. Identify staff members (as applicable), in the job classifications of Principal in Charge, Licensed Architects, and Licensed Engineers, who would be assigned to act for firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
2. Include resumes or curriculum vitae of each such staff member designated above, including name, position, education, and years and type of experience.
3. It is the expectation of the City of Joplin that the individuals identified in this section of the response will be those that will be specifically assigned and fully committed to work on this project. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

D. 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 RFQ.

1. The Proposal should provide all information which the firm considers pertinent to its qualifications for performing the work called for by the RFQ; including, but not limited to work detailed in the Scope of Work. Please limit representative projects to a maximum of 5 projects. These projects should have been completed in the last 5 years.

2. Describe any prior engagements in which firm's assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG or CDBG-DR or Federal Grant programs.
3. Describe the firm's current workload and available capacity to meet the project demands and accomplish the work within the specified 1 year and 10 month timeframe.
4. Describe any unique firm characteristics relevant in evaluating the experience of the firm to handle the proposed project(s). The firm should indicate if they have worked on the design, development or renovation of any senior citizen centers within the last 5-10 years.

E. ***References*** **-** Each firm must furnish a minimum of five (5) references.

1. At least three (3) of the five (5) references should be from projects of similar complexity and community size as the City of Joplin.
2. Each reference must identify and describe the project worked on, and specify the originating and final project manager for the party providing the reference.
3. References may or may not be reviewed or contacted, at the sole discretion of the City.

F. ***Pending Claims*** **-** Each firm must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFQ. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

Selection Process

Selection of firm(s) will follow the submittal-interview process.

From a review of the statements of qualification received, the City of Joplin intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. The City of Joplin will notify firms of the date and time of the interview. The City of Joplin reserves the right to make a selection based solely on statements of qualifications received. The City of Joplin may request that presentations be made to the Selection Committee consisting of City staff, and Senior Center staff.

The City of Joplin reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate

proposals; accept any submittal or portion of submittal; reject any or all firms submitting responses, should it be deemed in the City of Joplin's best interest; or cancel the entire process and solicit again at a later date. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards. Innovative solutions outside of the proposed project plan will be given serious consideration.

The City encourages minority and female owned businesses to submit proposals on all City projects/proposals.

I. Evaluation Criteria

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Stage 1 Mandatory Criteria

Mandatory Criteria	Satisfied? (YES/NO)
Demonstrates experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with Senior Citizen Center type designs, construction and operations	

The City of Joplin may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

B. Stage 2 Rated Criteria - 100 possible points

Rated Criteria	Minimum Rated Criteria Threshold (Minimum 3 out of 5)	Weighting
Methodology – that the firm will use to conduct work outlined in RFQ and evidence of ability to	30 Maximum Points Possible	30%

perform the work described herein		
Experience – previous experience performing related projects of complex nature, specifically restaurant/kitchen design	25 Maximum Points Possible	25%
References – will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with the City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff – capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
Total	100 Maximum Points Possible	100%

II. Additional Instructions, Notifications, and Information

A. Minimum Effective Period of Proposal - All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This effective period should be taken into account when preparing the Proposal.

B. Public Information - All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

C. Type of Contract - The final contract shall be negotiated between and be mutually acceptable to the parties with the sole discretion of the City.

D. Clarifications and Interpretations - Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be provided by the City as an addendum on the aforementioned website and location. All such addendums issued by the City shall be issued before the proposals are due as part of the RFQ, and all Respondents must acknowledge receipt of and incorporate each addendum in their proposals. Respondents shall consider only those clarifications and interpretations that the City issues by addenda seven (7) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing proposals.

E. Selection Inquires - Please refrain from contacting the City of Joplin staff to make inquiries about the progress of this selection process. Firms will be contacted when it is appropriate to do so.

F. Evaluation of Qualifications - The evaluation of the Proposals shall be based on the requirements described in this RFQ. All properly submitted proposals will be reviewed, evaluated, and ranked by the City, with input from the Selection Committee. The City will contact those firms with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the Selection Committee. Each of these selected Respondents will be required to meet with the Selection Committee or a sub-group of the Selection Committee at a time to be specified. The Proposals will be reviewed in depth by the Selection Committee at that time. The City will contact the Respondent that best meets the City's needs and attempt to negotiate an agreement that is acceptable to both parties.

G. City's Reservation of Rights - The City may evaluate the Proposals based on the anticipated completion of all or any portions of the Project. The City reserves the right to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

H. Acceptance of Evaluation Methodology - By submitting its proposal to this RFQ, the firm accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" Firm will require subjective judgments by the City.

I. No Reimbursement for Costs – The firm acknowledges and accepts that any costs incurred from the firm's participation in this RFQ shall be at the sole risk and responsibility of the firm.

J. Eligible Respondents - Only individual companies or lawfully formed business organizations, including legally formed not-for-profit organizations, may respond to this

RFQ (this does not preclude a firm from using consultants). The City will contract only with the eligible individual company or formal organization that submits its proposal.

K. Reference Checks – The firm acknowledges and accepts that through the RFQ evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

L. Disposition of Proposals - All properly submitted proposals become the property of the City.

M. Nonconforming Terms and Conditions - A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as non-responsive. The City reserves the right to permit the firm to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

N. Debarment - By submitting a proposal the firm certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government (SAM.Gov), and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government.

Administrative Requirements

I. RFQ Schedule

Activity	Date
RFQ issued	March 27, 2016
Final questions due from potential firms	April 8, 2016
City responses to questions and/or addenda issuance	April 13, 2016
Proposal Submission Deadline	April 18, 2016
Proposed Shortlist Selection Date	April 21, 2016
Proposed Interviews and Contract Discussions	Week of April 25, 2016

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

II. Questions/Requests for Clarification

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 5 p.m., April 8, 2016 via e-mail to both trobyn@joplinmo.org and CDBGDR-RFP@Joplinmo.org or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids.

III. Addenda to the RFQ and Requests for Information

The City may, at its sole discretion, issue Addenda to this Request for Qualifications containing responses to questions and requests for information, clarifications or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ. Addenda or clarifications will be posted on the City of Joplin's website.

Exhibit A – Specific Requirements

I. Project Management

The Architect /design firm will coordinate all project items and due diligence to determine all project elements and project scope of work is developed and completed. The Architect/Engineering firm will coordinate and prepare additional required RFPs, RFQs and bid documents as required according to City policy.

II. Schematic Design

The City of Joplin will host a visioning session to help develop the program requirements and refine the concept for the Senior Center. Based upon the recommendations developed during the visioning session, the Architect/Engineering firm shall prepare, document and develop Schematic Design Documents. The Schematic Design will be subject to the City of Joplin's satisfaction based upon their desired budget, schedule and it's consistency with the established requirements. Additionally, the firm will be responsible for contracting with an acceptable and qualified structural, mechanical, electrical, plumbing and fire protection engineer and providing timely coordination of their documents. Civil and landscape design and all sub-contractors will be under the Architect/Engineering contract.

Schematic Design documents shall further display:

1. Site Plan; review of the program of requirements and the characteristics of the site.

2. Single line drawings showing building layout, indicating site, shell and core;
3. Identification of all proposed exterior/interior finishes;
4. Preliminary interior finish selections as proposed by interior design firm;
5. Present alternative approaches to the design of the Project, if requested;
6. Review applicable statutes, regulations, codes, and by-laws and where necessary review the same with the authorities having jurisdiction;
7. Work with team to establish that the Project is within the Construction Budget, and schedule constraints;
8. Based on the mutually agreed upon program of requirements, schedule and construction budget, the architect will prepare for team review and approval, schematic design documents to illustrate the scale and character of the Project and how the parts of the Project functionally relate to each other.

III. Design Development

Based upon the City of Joplin approved Design Development, Architect will further prepare, document and develop a complete dimensioned design and information, primary building systems and major finishes for the project premises to the satisfaction of the Building Committee. The Design Development Documents should be sufficient to allow for complete and accurate pricing and construction of the intended space.

Documents for this submittal shall consist of as a minimum:

1. Site and Civil Plans
2. Preliminary Structural, Mechanical, Electrical and Fire Protection systems.
3. Preliminary Landscape design
4. Architectural Floor plans with core area room locations.
5. Exterior building elevations.
6. Storm water management design
7. Preliminary audio visual and information technology design
8. Sketches including special treatment, features, and design amenities.
9. Preliminary material selections to communicate colors, materials and finishes, including wall treatments and floor covering recommendations.
10. Preliminary Plan Check: Review the preliminary plans with appropriate city staff, and prepare a building code analysis for the project. Green building design will be encouraged.
11. Work with team to establish that the Center is within the construction budget and schedule constraints.
12. Continue to review applicable statutes, regulations, codes and by-laws as the design of the Center is developed.

IV. Construction Documents and Administration

Based upon the City of Joplin approved Design Development Documents, Architect shall further prepare, document and develop final Construction Documents and as-builts to cover all work including site and work inspection.

1. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by the City, and to the City after all required corrections are made on the original reproducible documents.
2. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
3. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which the City may choose to become involved in the preparation of plans.
4. In order to support the fast track delivery of the Center construction, the Architect may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
5. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the City of Joplin. The firm shall provide appropriate architects seal as required.
6. Arrange for and conduct a pre-construction conference with the City, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.
7. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
8. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.
9. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by the City or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.

10. Prepare and issue addenda requests for pricing, etc., as requested.
11. Attend weekly construction meetings at the job site.
12. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the City.
13. Monthly, prepare and issue Certificate(s) for Payment to the City certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or firms' work is in accordance with contract documents, and that such entities are entitled to payment by the City in the amounts certified.

At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin Project Manager

V. Construction Estimating

The City of Joplin is requesting the selected architect to include construction estimating services as part the fee proposal. This service should be provided by a licensed, qualified construction estimating firm or general contractor. It should be noted that if a general contractor is utilized for these services they will not be eligible to bid on the construction of the center. The result of these estimates will be the basis for the design of the facility.

Cost estimating services should be based on current market conditions and provided by standard industry division. Cost estimating services should include:

1. Full cost estimating at schematic, design development and 50% construction documents.
2. Availability to assist on constructability and engineering issues.
3. Value engineering services.
4. Availability to attend design/program meetings as requested.

Exhibit B – Site Plan

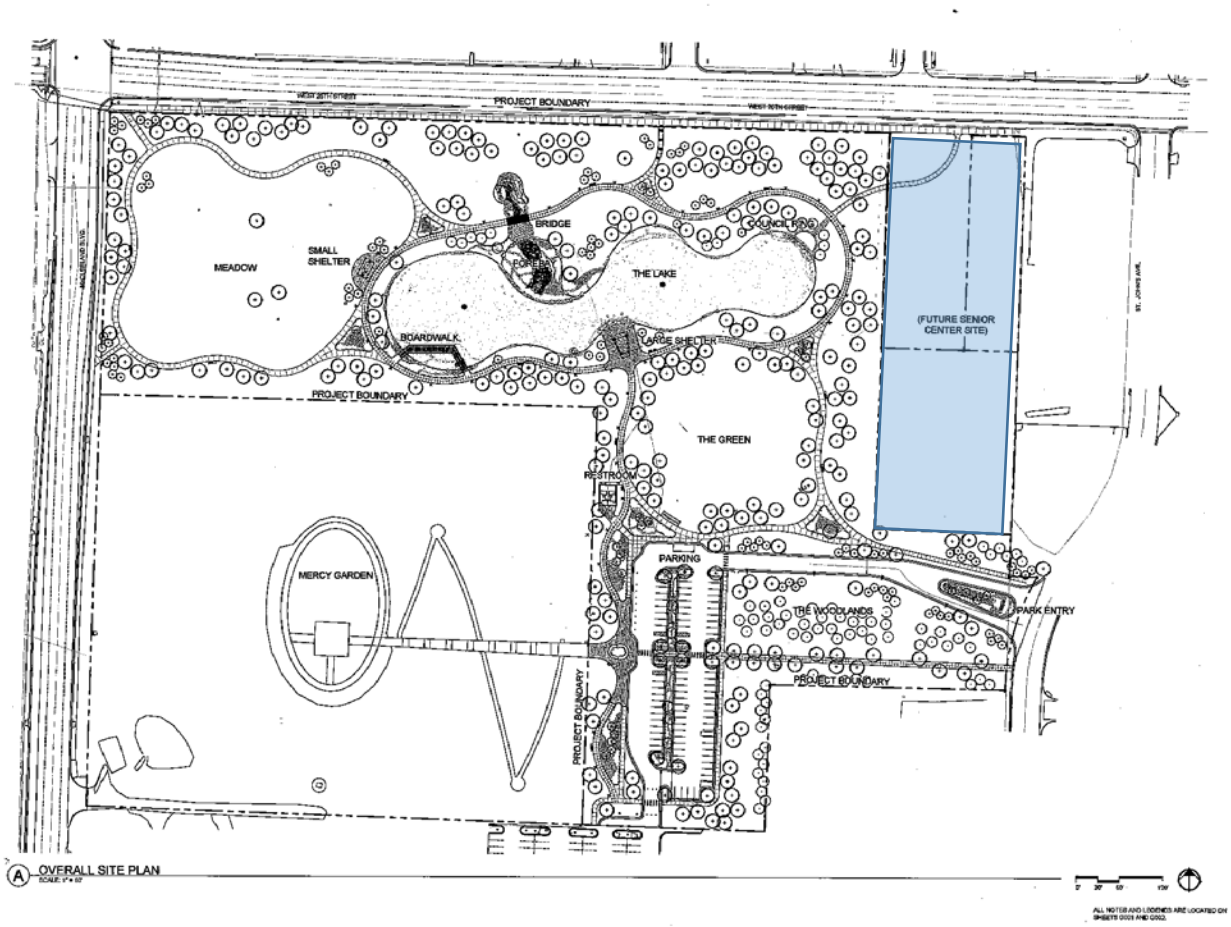


Exhibit C – Unauthorized Aliens Workers Act

Unauthorized Aliens Workers Act

The successful firm will have to sign an agreement that they are enrolled and participating in the 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

Exhibit D – City Contract

CITY	ARCHITECT
City of Joplin **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: **Tony Robyn** **trobyn@joplinmo.org** **and CDBG-dr@joplinmo.org** Department: **Planning, Development and Neighborhood Services** Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	Name: Address: Attention: Phone: Fax:

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

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

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect represents Architect is licensed by the Missouri Board for Architects to perform the services designated under this contract, and further represents that all services shall be done under the direction of an architect licensed by the Missouri Board for Architects;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Architect shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.
2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.
4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. **Personnel**. The Architect represents that Architect will secure at Architect's own expense, all personnel required to perform the services called for under this contract by Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under Architect'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.
6. **Termination of Contract.**
   a) Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect 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 Architect.
   b) Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten

the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Architect 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 Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect 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 Architect 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. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** 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.

11. **Occupational License**. The Architect 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 Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.
12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by Architect is current.
13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
14. **Records and Audits.** The Architect 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 unless permission to destroy them is granted by the City.
15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.
16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

a) The Architect will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be

limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

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

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

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

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

f) In the event of the Architect's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Architect will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or firm. The Architect will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the

event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or firm as a result of such direction by the City, the Architect may request the United States Government to enter into such litigation to protect the interests of the United States.

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

18. **Section 3 of the Housing and Urban Development Act of 1968.**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

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

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

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

20. **Affirmative Action for Handicapped Workers**

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

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

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

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

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

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

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
23. **Authorized Employees**. Architect 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. Architect 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.
24. **Interest of Architect and Employees**. The Architect covenants that he 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 Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.
25. **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 Architect shall take appropriate steps to assure compliance.

26. **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 Architect shall take appropriate steps to assure compliance.

27. **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 Architect is associated with a business entity, Architect 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, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. **Nonresident/Foreign Contractors**. The Architect shall procure and maintain during the life of this contract:

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

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

29. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect 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 Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect 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 Architect and the City, and the City will not be

liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

30. **City Benefits**. The Architect 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.

31. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c) In no event shall the City be liable to the Architect 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.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

33. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

34. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

35. **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. No additional services outside of this agreement may proceed without written prior approval by the authorized City representative and any approvals must conform to City policy.

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

REVIEWED FOR APPROVAL

Printed Name: _____

Tony Robyn, Assistant Director, Planning, Development and Neighborhood Services

Date: _____

City of Joplin, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

By: _____

Scott Garrie, Director, Parks and Recreation

APPROVED AS TO FORM Parks and Recreation Director

Date: _____

_____

Peter Edwards, City Attorney

REQUEST FOR QUALIFICATIONS STATEMENTS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE JOPLIN SENIOR CENTER (RFQ-2016-03)

FIRM NAME: BATES & ASSOCIATES, INC.
FIRM ADDRESS: 433 W. WALNUT ST.
SPRINGFIELD, MO 65806
FIRM TELEPHONE NUMBER: 417-865-2065
FEDERAL TAX ID NUMBER (EIN): 43-1853503
CONTACT PERSON: PAUL SABAL
PRINCIPAL-HEALTHCARE ARCHITECT
P: 314-863-2065
F: 314-863-8313
PS@BATESARCHITECTS.COM

bates

TABLE OF CONTENTS

A. Introduction (transmittal letter)

B. Company Profile

C. Organizational Structure

D. Experience and Qualifications

E. References

F. Pending Claims

INTRODUCTION (transmittal letter)

bates

Dear Selection Committee,

Upon our receipt and review of the RFQ for the Joplin Senior Citizen Center, RFQ-2016-03, Bates & Associates is pleased to submit our qualifications for your review. We are a veteran-owned business formed as a S Corporation with offices located in Springfield and St. Louis, Missouri and NW Arkansas (Rogers, Arkansas).

We fully understand the requirements set forth in the RFQ document and attest that the Bates Team can fully execute all necessary requirements including, but not limited to, Owner requirements, design & construction requirements, governing jurisdictional requirements including HUD, CDBG-DR and FEMA requirements, and all other necessary needs for the successful execution of the aforementioned project.

Our firm is licensed to practice Architecture in the State of Missouri. Our qualifications and references will attest to the standard of care we take in our process and commitment to total quality service. We are able to provide an exceptional standard of care because our senior leadership team has over 220 years of experience in the Design and Construction industry.

At Bates we have had a successful track record over the last five years with Mr. Steve Warlick as President & CEO. This track record has allowed Bates to open two new offices within that timeframe and expanded from eight to 56 employees. At Bates we strive to ensure that all work produced by our firm is of the highest ethical standard.

We understand that the entire contract for the services listed in the RFQ is within our scope and understanding. This includes all services performed directly by Bates and any services performed through us as the Prime by our consultants. We consider our consultants a direct part of our team and as such we have requested from them and included their experience as part of our overall team qualifications. Our consultants are targeted partners that we engage based on their expertise and competence in terms of quality of design, capacity for the work, and technical knowledge.

If you have questions, would like additional information, or need to discuss any information we have provided, please feel free to contact me directly anytime.

Bates

The first, true 21st century Architecture Firm leading the world in Design, Technology, and Culture.

Respectfully Submitted,

Ryan Faust
Principal-Architect

bates

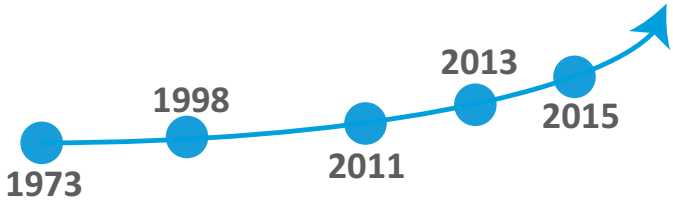
COMPANY PROFILE

SPRINGFIELD HEADQUARTERS
433 W. WALNUT ST.
SPRINGFIELD, MO 65806
O: 417-865-2065
F: 417-865-8313
bh@batesarchitects.com

ST. LOUIS OFFICE
225 S. MERAMEC, SUITE 832T
CLAYTON, MO 63105
O: 314-863-2065
F: 314-863-8313
ps@batesarchitects.com

NW ARKANSAS OFFICE
106 N. 37TH ST, SUITE C
ROGERS, AR 72756
O: 479-633-8155
F: 417-865-8313
rf@batesarchitects.com

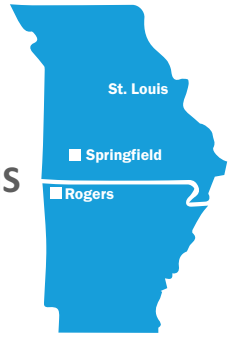
ABOUT bates



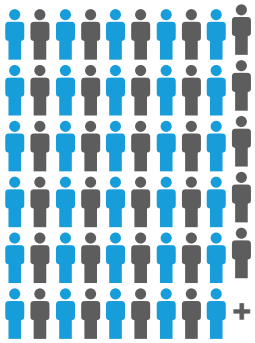
43 YEARS IN BUSINESS
ESTABLISHED IN 1973

1973 Warren Bates President
1998 Alan Bates President
2011 Steven Warlick President
2013 St. Louis office
2015 Rogers office

3 LOCATIONS



50+ EMPLOYEES





BATES IS PROUD TO BE A
VETERAN OWNED
SMALL BUSINESS

ARCHITECTURE
MASTER PLANNING
INTERIOR DESIGN
ENGINEERING TECHNOLOGIES



Bates has been at the forefront of outstanding design for over forty years. Our success is measured by our continued client relationships, and by using creative thinking to meet and exceed our client's project requirements.
We accomplish this by:
* Listening to our clients needs.
* Assimilating information from our clients.
* Developing solutions through design.
* Transforming design into the built environment.
We envision our client's needs to help facilitate a more profitable, successful future. We believe the power of planning and design improves people's experiences, their communities, and their environment by using expertise, creativity, and technology.

bates



Bates was established in 1973 in the state of Missouri of the United States of America as Bates & Associates, Inc. and has operated under that name since its opening. Original founder Warren Bates handed the firm onto his son Alan Bates in 1998. In 1998 when Alan passed Steve Warlick became sole owner of Bates & Associates and has been the CEO since that time.

The firm is setup as an S Corporation in the State of Missouri. We have one sister company, BatesENG, which is an engineering technology company formed in 2014 that develops data content for Bates digital building models. Bates has three office locations, the primary office location for this project is the Springfield, Missouri office under the firm's Chater Number 00470615. Principal-Architect for the Project is Paul Sabal, license # 2002002781, and the project Manager is Bo Hagerman, Director of Design. Bo is a licensed Architect, license # 2006035990, in the State of Missouri and also a Principal in the firm.

Our ability to provide our services in reference to Earned Value Management Principles is through a collaborative approach that includes community members, end users, and outside influences to form a balancd understanding of the needs of each project. This process is built on four foundational platforms:



1. PLANNING:

Experience and following industry standards allows us to anticipate the steps required to formalize a project delivery process. Open dialog allows team members to understand each other's values, capabilities, roles and responsibilities. We have an initial strategy and planning period to formalize the collaborative process. The outcome is a Project Implementation Plan that proceeds from the strategic vision into the programming process. This directs design, construction and operational occupancy.

2. STAFFING:

Proper staffing guarantees that the right talent and capabilities are in place for the required project goals. This requires recognizing the capabilities of the client, identifying the special capabilities needed at critical junctures and understanding when the introduction of an experienced consultant is necessary. Bates takes a proactive approach to staffing, rather than a reactive one; what this means is that we strive to eliminate any staffing concerns before they actually become issues. Appropriate staffing will require that we understand your current capabilities and needs up front. Once this has been established, we can then assign all suitable entities to the project.

3. SCHEDULING/MONITORING:

Scheduling is a disciplined series of systematic processes that is formalized and requires the commitment of all participants to meet their determined goals. Time needed for planning and design, RFQ development, communicating bid requirements, construction, commissioning and jurisdictional documenting all must be budgeted. Bates monitors progress according to the predetermined schedule to ensure each step is consistent with the overall project plan.

4. SYSTEMATIC COMMUNICATION:

The planning, implementation, and achievement of goals is an essential role of the project management team. Structuring the network, meeting the needs and expectations of clients/users and communicating with everyone involved in the project are all duties that make up this monumental task. Possessing the proper experience and knowledge is crucial to successfully executing these duties.

EXAMPLES OF EARNED VALUE MANAGEMENT PRINCIPLES

bates

(*items in parentheses are edited for client confidentiality.)

Meeting Minutes

Date: December 28, 2015

Project: (Multi-Unit Lodge Facility)

Attendees: (Client Names), Bo Hagerman, Dusty Emmert, Jason Gundy

Subject: Project Kickoff Meeting

Meeting Overview:

A meeting was held at the (project site) at 11:30 am.

Action Items:

No.	Description	Responsibility	By Date	Date Completed
1	Geotechnical Investigation	(Client)		
2	3rd Party Inspector on Board	(Client)		
3	Program for Amenities	(Client)/Bates		
4	Program for Sales	(Client)/Bates		
5	Program for Support Spaces	(Client)		
6	Verify Total Number of Units (245 or 249)	(Client)		
7	Confirm Taney County Requirements	Bates		
8	Site Master Plan Design Approval	Bates/(Client)		
9	Construction Schedule	LSC		

Permitting:

- Civil Engineer to verify Land Use, Zoning and Site Allowance for Unit Density.
- DNR Land Disturbance Permit – Civil Engineer/LSC
- DNR WWTP Expansion Permit. Timeline is 6 to 12 months after construction documents are complete – Civil Engineer
- Utility Easement Relocation – Civil Engineer
- (County) Specific Planning - Bates
- (County) Fire Protection District – Bates

Pre-Construction Manager:

- Integrated project delivery.
- Pre-Construction Manager is a consultant and resource to be utilized.
- LSC to use Sage Timberline software as estimating/bidding tool.
- LSC lead estimator is Josh Stringer.
- LSC project manager to be determined.
- Design phases will be estimated at 30/60/90% completion.

433 W Walnut, Springfield, MO 65806 Ph: 417 865 2065 Fax: 417 865 8313 www.batesarchitects.com

- LSC will work w/ (Client) 3rd party estimator. (Client) to provide contact information to LSC.
- LSC to provide a comprehensive construction schedule based on the project schedule provided by (Client)
- This project will be fast tracked w/ site package provided as a critical path.
- LSC has provided an estimate for early completion of the 2nd and 3rd phases.
- Construction entrance will be separate from the resort's main entrance to avoid damaging existing conditions. A location to be provided for approval.
- LSC to proceed w/ product research for cost comparison of proposed exterior and interior materials. Product samples to be provided.

Development Schedule:

- A proposed development schedule provided by (Client) was discussed.
- LSC to provide a comprehensive construction schedule based on the development schedule provided by (Client).

Design Topics:

- (Client) to verify number of units (245 units or 249 units).
- The (2) units on the 3rd floor will be removed bringing Phase 1 and Phase 2 unit count from 74 to 72 units.
- Programming requirements to be provided by (Client):
    - Sales Center Requirements and Design
    - Overall Unit Count
    - Support Spaces, Locations and Square Footages - (Client) to provide requirements based on (previous projects) program.
    - Maintenance building program and square footage to be provided by (Client).
    - Lodge / Budget
    - Amenities / Budget
    - Budget is based on (previous project) Building 9.
- (County) Ordinance: 70'-0" Mean Roof Height from Base Plane. Bates to confirm building meets requirements.
- Site Master Plan to be designed for all 4 phases (utilities, drives, parking, etc.)
- Amenities to be provided at the end of phase 2.
- Provide screening of the waste water treatment plan after expansion.
- Existing entry to the site is to remain.

Site Utilities:

- WWTP expansion to be designed for all 4 phases and the entire master plan during Phase 1.
- WWTP expansion to be designed to accommodate (project name) Campground. A separate proposal from the Civil Engineer will be provided and billed directly to (Client). Does this work come from this projects construction budget?
- Utility easement will be relocated to accommodate the new buildings. New easement location will need to be determined and borings will need to take place at the new proposed easement location. This is a critical path item.
- Site water capacity and pressure to be investigated.

433 W Walnut, Springfield, MO 65806 Ph: 417 865 2065 Fax: 417 865 8313 www.batesarchitects.com

Design Team:

- MEP Engineer – Colvin Jones Davis
- Structural Engineer – Wells & Scaletty
- Civil Engineer – Olsson Associates (Proposal Pending)
- Landscape Architect – SWT (Proposal Pending)
- Interior Designer – Chase Collaborative (Proposal Pending)
- Bates to provide project directory of consultants.
- Bates/Project Team to use A360. Bates to set up A360 and email team for instructions.
- Bates to prioritize bringing Civil Engineer and Landscape Architect on board.

Geotechnical and Threshold Inspections:

- (Client)will get proposal from Palmerton & Parrish for both geotech and 3rd party inspections.
- Bates, LSC, Wells & Scaletty to schedule meeting to identify boring locations.

General Topics:

- (Client) to provide a program book checklist for sign-off from all parties involved.
- Owner review will be done at 30%, 60% & 90% completion of design phases (Schematic Design, Design Development, Construction Documents)
- A presentation for (Governing Agency) will be given at the end of both Schematic Design and Design Development.
- A presentation for (Client) will be given at the end of Both Schematic Design and Design Development.
- Early completion of construction phases was discussed. Possible savings on general conditions. Inventory and cash flow dictates completion dates of construction phases.
- Potential lead time items such as steel, precast, etc. to be identified and addressed so not to delay construction.
- This project was budgeted off (previous project) Building 9.
- A preconstruction meeting is to be scheduled.
- A periodic progress meeting to be scheduled between all parties.
- (Client) fabrication shop to be utilized as a resource as much as possible for handrails, light fixtures, ornamental medals, etc.
- (Client) has a contact that should be utilized for economical leaded glass.
- (Client) has a contact that should be utilized for reclaimed wood.
- Phases 1 and 2 will be 72 Units.
- An entrance feature design will be investigated.
- The width of the breezeways to be reduced w/ 6'-0" as a minimum.
- A public waste water treatment plan is being investigated by the county.
- Bates and LSC to schedule a lessons learned meeting for building systems and design that are similar to (previous project) Building 9.

Please notify us of any points of discussion that have been omitted inadvertently or recorded incorrectly in these minutes. If we do not hear from you within seven days, these minutes will be assumed to be correct.

Bates & Associates Architects

(*items in parentheses are edited for client confidentiality.)

(Multi-Unit Lodge Facility) Cost Study

March 1, 2016

Comparison of (Multi-Unit Lodge Facility) to (Previous Project) Building 9

Precast floor slabs, concrete block bearing walls.

(Multi-Unit Lodge Facility) SQ FT's		**(Previous Project) Building 9 SQ FT'S**	
Lower Level:	28,165	First Floor	33,238
Entry Floor:	26,573	Second Floor	30,148
Second Floor:	24,242	Third Floor	26,287
Third Floor:	24,242	Fourth Floor	26,287
Fourth Floor:	26,573	Fourth Floor Loft	9,156
Fifth Floor:	18,040		
Total:	147,835 SF	Total	125,116 SF

(Previous Project) Building 9 Cost per SQ FT

125,116 SF x $171.49 = $21,455,529

Escalation Cost: 10% 10% x $171.49 = 17.15 + 171.49 = $189

(Multi-Unit Lodge Facility) Estimated Cost per SQFT (with 10% escalation cost)

$189 x 147,835sf = $27,940,815

(Multi-Unit Lodge Facility) Cost Study

Total Cost for Project

Total Building Cost	$27,940,815
Amenities Cost	$1,000,000
Site Cost	$1,024,713
Total Construction Cost:	**$29,965,528**

ORGANIZATIONAL STRUCTURE

bates

PROJECT ORGANIZATION CHART

PRESIDENT & CEO
Steve Warlick
AIA, NCARB, LEED AP

PRINCIPAL IN CHARGE
Paul Sabal - Principal / Healthcare Architect
Paul will be the Principal in charge directing team movements and oversight of the project progress and development. All aspects of the scope of work (items 1 through 5) will be under Paul's supervision.

PROJECT MANAGER
Bo Hagerman - Director of Design
Bo will directly manage items 2 and 4 on the scope of work. All architectural and engineering disciplines and coordination will be directed by Bo and reporting for CDBG-DR will be funneled through Bo as the Project Manager.

CONSTRUCTION MANAGER
Jordan Ligon - Project Manager

Jordan is the project manager for construction activities in regards to item 5 on the scope of work. Jordan will report directly to Bo for all RFQs, RFPs, construction inspections and other construction management activities.

CIVIL ENGINEER
Nate Bachelor -
Project Manager

Nate is the project manager for civil engineering design in regards to item 2 on the scope of work. Nate will report directly to Bo for all civil related items including utilities, land development, grading, stormwater design, and landscape architecture.

MEP ENGINEER
Ken Overman - Project Manager

Ken is the project manager for MEP engineering design in regards to item 2 on the scope of work. Ken will report directly to Bo for all MEP related items including mechanical, electrical, fire protection, plumbing, security and low-voltage systems.

CONSTRUCTION MANAGEMENT

HART | CONE CONSTRUCTION

CIVIL/LANDSCAPE ARCHITECTS

CEI®

MEP ENGINEERS

Omni ENGINEERS

bates



PAUL SABAL

AIA, NCARB, LEED-AP, ASHE, MOSHE
PRINCIPAL-HEALTHCARE ARCHITECT

ps@batesarchitects.com

EDUCATION

University of Oregon:
Bachelor of Architecture 1981

REGISTRATIONS

Registered Architect - Missouri & Texas
LEED AP

PROFESSIONAL ORGANIZATIONS

American Institute of Architects
Academy of Architecture for Health
American Society of Healthcare Engineers (Past Education Taskforce Member)
Missouri Society of Healthcare Engineers (Education Committee Co-Chair)
National Council of Architectural Registration Boards

ABOUT PAUL

Paul Sabal is a registered architect/interior designer with extensive knowledge of and involvement in all aspects of healthcare design and construction, from initial land and facility planning through design and construction administration. Paul's distinguished career is marked by unwavering client commitment and hands-on project involvement.

As a manager, principal and owner of architectural firms, Paul has a well-rounded perspective and offers sales, marketing and presentation expertise to his clients. An authority on healthcare design, trends and best practices, Paul maintains current industry knowledge regarding regulation, legislation and reimbursements. He has been a contributor to healthcare security panels and presentations for healthcare disaster preparedness.

RELEVANT PROJECT EXPERIENCE

Parkside Retirement Living - St. Charles, MO
As the first project implemented from their master plan, Parkside converted a portion of their Residential Living Facility into a 17 unit assisted living Memory Care Home. The design of the facility followed the "neighborhood" concept. Activities and meals are focused around the hearth room and dedicated kitchen. This home-like setting helps residents to connect with memories by encouraging social interaction and physical activity, and by providing residents opportunities to participate in the activities of daily life.

Parkside Retirement Living - St. Charles, MO
Parkside Retirement Living operates a 263 unit CCRC on the North side of downtown St. Charles, MO. In a joint effort with HBD and Gray Design Group, we performed a thorough inventory of all living units, their amenities and physical conditions. With a goal of providing more appropriate levels of care for the residents of Parkside, we used our base information to develop a phased master plan that redistributed the number of units between levels of care. As part of the master plan we developed upgrade, finish, and new design strategies to make the existing units more competitive with other providers in the area. Finally, we relocated and redesigned all the resident amenity and staff support areas, to align activities with appropriate levels of resident care.

Chesterfield Senior Care - St. Louis, MO
Assisted Living and Independent Living Facilities

Brookdale Senior Living
The Hallmark of Creve Coeur, Creve Coeur, MO
Hallmark of Creve Coeur Assisted Living Apartments - Creve Coeur, MO

Lutheran Senior Services
Meramec Bluffs Retirement Community - St. Louis County, MO
Meramec Bluffs Assisted & Skilled Living - St. Louis County, MO

*Projects completed while with another firm

bates



BO HAGERMAN

AIA, ASHE, NCARB, ULI, NAHRO
DIRECTOR OF DESIGN

bh@batesarchitects.com

EDUCATION

Kansas State University:
Bachelor of Architecture,
Bachelor of Science, Business Administration 1998

REGISTRATIONS

Registered Architect - Missouri & Illinois
NCARB
Fellow Health Facilities Institute

PROFESSIONAL ORGANIZATIONS

KSU Professional Advisory Board
2014 St. Louis Regional Permitting Collaborative - AIA Representative
American Institute of Architects President 2012; Board Member 1997-2004; Treasurer 1997-1998; Director 1999-2004
2003-2007 AIA Missouri Director
2008 to Present - AGC of St. Louis, Construction Alliance Committee
2014 - Construction Forum St. Louis
Director
2001 - Missouri APPA Conference Presenter
Fall 1999 - FOCUS St. Louis Leadership Program

ABOUT BO

Bo offers a creative perspective on architectural design, working both as a professional artist and designer. He has studied extensively both art and architecture in Europe and the United States and has developed a unique appreciation of modern and historical buildings and their relationship to the built and natural environment.

Few people are able to combine the creative, technical and business sides of the profession and make them work together as Bo does. He has studied extensively both art and architecture in Europe and the United State and has developed a unique appreciation of modern and historical buildings and their relationship to the built and natural environment.

RELEVANT PROJECT EXPERIENCE

Vandivort Hotel - Springfield, MO

Central Bible College - Springfield, MO*
Master Plan, Student Housing Development, Men's Dorm

Cox North Hospital - Springfield, MO*
Psychiatric Study, Psychiatric Ward Remodel, Burrell Behavioral Health Expansion

Cox Walnut Lawn - Springfield, MO*
Therapy Area, Outdoor Rehab Area

Physicians Advanced Healthcare Physical Therapy – Springfield, MO*

Deep Elm Apartments - Springfield, MO

Paradise Point Condominiums, Bluegreen Resorts - Hollister, MO

Brew Co. Lofts - Springfield, MO

Bear Village Apartments - Springfield, MO

1144 East Walnut Apartments - Springfield, MO

Big Cedar Lodge Renovation - Ridgedale, MO

Chesterfield Village Condos - Springfield, MO

Diffenderffer Lofts - Springfield, MO

Falls Village - Branson, MO

*Projects completed while with another firm

bates



STEVE WARLICK

AIA, NCARB, LEED AP
PRESIDENT & CEO

sww@batesarchitects.com

EDUCATION

Drury University:
Bachelor of Architecture 1999

REGISTRATIONS

Registered Architect -
Arkansas, Florida, Illinois, Kansas, Missouri & Oklahoma
LEED AP

PROFESSIONAL ORGANIZATIONS

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)
United States Green Building Council (USGBC)
National Restaurant Association Member
Community Improvement District
National Trust for Historic Preservation

ABOUT STEVE

Steve Warlick, AIA, NCARB, LEED AP is the President and CEO of Bates & Associates, Architects and a lead designer for the firm. He is also be personally involved in projects from the initial stages of design to the final punch-list. Steve began his education at Missouri State University after ten years of construction experience and five years of military service. He later graduated from Drury University with a degree in Architecture and has been with Bates & Associates since graduating in 1999.

Steve's accreditation of LEED AP will assist in employment of sustainability ideals, striving to balance initial cost of building components with the complete life-cycle cost and the resulting paybacks associated with each project. Steven Warlick joined Warren and Alan Bates at Bates & Associates, Architects in September, 1999. Steven became president and CEO of Bates & Associates in 2011. As President and CEO of Bates & Associates, Steven oversees all architecture and master planning in both the Springfield and St. Louis offices. The St. Louis office was opened under Steven's leadership in 2012.

RELEVANT PROJECT EXPERIENCE

Foster Health Care Assisted Living Branson Meadows – Branson, MO

Foster Health Care Chesterfield Assisted Living Facility – Springfield, MO

Physicians Advanced Healthcare - Poplar Bluff, MO
Ambulatory Surgery Center Medical Office Building, Physical Therapy, Doctor's Offices, Internal Medicine, Pharmacy, Sleep Lab, Visiting Physician's Clinic, and Specialty Physicians Clinic – Poplar Bluff, MO

Cox Freeman Medical Office Building – Springfield, MO
Cox Health Systems Meyer Orthopedic Center, Cox Walnut Lawn Ambulatory, Outpatient Recovery, Outdoor Rehab Area, Therapy Area - Springfield, MO

Cox North Hospital - Springfield, MO
Master Plan, Women's Center, Emergency Room/Triage, Pediatrics, Lab and Toxicology, Radiology/Mammography, Radiology, Senior Health, Pain Management, Dual Diagnosis, Psych Unit, Rehab Unit, Bio Med Storage, Detox, Long Term Acute Care Unit, Pharmacy.

Mercy - Various Locations
Pediatric Surgery, 6-D Patient Room Remodel, Urgent Care, Aurora Isolation Room, CV Echo Reading Room, Mt. View Hospice, GI Lab, Smith Glynn Callaway Clinic Masterplan, Radiology, ROi Consolidated Services Center, Oncology OIC, and Heart and Vascular Hospital

EXPERIENCE AND QUALIFICATIONS

bates



PRIMROSE SENIOR LIVING FACILITY

Preparing for construction this facility will be a One-Story, 120 bed, Skilled Nursing Facility located in Springfield, Missouri. With a total square footage ranging from 60,000-70,000sf, Primrose will boast multiple office spaces, conference rooms, a therapy gym, beauty shop, main and private dining rooms, maintenence and storage facilities, as well as activity and dayspaces.

To target specific needs to Primrose, Bates will also include space for a Memory Care Unit that provides 20-22 rooms. Within the facility, private rooms will make up 40-50% of the total room count. By exploring "Green" alternatives, Bates will provide Primrose Senior Living with multiple energy saving features.



bates

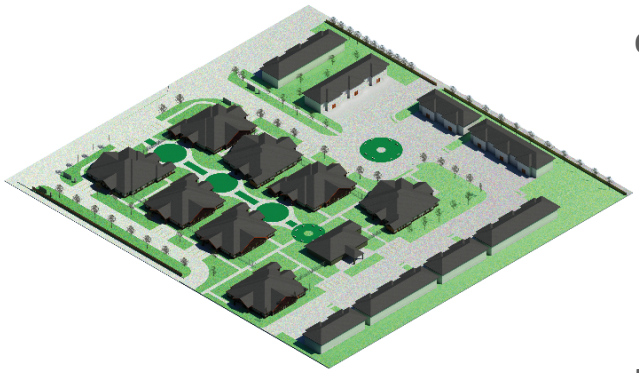


65 MARKETPLACE

The 11.96 acre site plan for the 65 Marketplace development will include skilled nursing facilities, independent living, and office space. The main entrance to the site occurs at N 15th Street with secondary access from W James River Road and N Farmer Branch Road in Springfiled, MO. The skilled nursing has a garden that creates significant green space for relaxation, activities and therapy. Parking is minimized in front of the skilled facilities with employee parking located at the east entrance.

Site divided into 3 lots:

60,800 sf of skilled nursing facilities
13,401 sf of office space
25,224 sf of independent living



Skilled Nursing Site:

Encompasses the central southern portion of site
80 skilled nursing beds
8 skilled nursing buildings (10 beds per building)
Bisymmetrical plan with community garden axis
4,000 square foot administration building
Admin building provides hub for maintenance, clerical and administrative duties.

Office Space Site:

Located in southwest corner of site
Entrance connected to Price Cutter parking lot allowing mutual benefit of adjacent business.
Provides space for an on-site MD and/or other tenants that may contribute to day-to-day activ ities in the skilled nursing and independent living community

Independent Living Site:

Located along northwest border of buildable site
30 units (2 bedroom/2 bath)
800 square feet per unit
6 buildings (3 four-plexes and 3 six-plexes)
Each unit has driveway with 2-car carport
Layout alternates between four and six-plexes to create undulation of scale and remove institti on al quality of identical buildings.

bates









BROOKDALE SENIOR LIVING

Assisted Living apartments are available as part of a Continuum of Care offered at the new Hallmark senior housing community providing both independent and assisted living in a well planned leisure environment. Chicago-based Brookdale Living Communities' first project for the St. Louis area market confirmed their tradition of exceptional senior living.

The Assisted Living area offers 40 assisted living units, an intimate dining and living setting, along with home health care offices and nicely appointed activities area for more frail long term senior residents. It shares adjacent wellness and therapy areas with the remainder of the building.

DETAILS

- Senior living facility providing both independent & asisted living
- Traditionally detailed interiors
- Full masonry building
- Includes 178 independent living Units / 40 assisted living units
- Amenities include:
  - exercise room
  - activities room
  - beauty shop
  - pool
  - lake / fountain
  - walking trails

* Experience of Paul Sabal while employed at previous firm

bates







VANDIVORT HOTEL

Hotel Vandivort is an upscale independent boutique hotel and is the first centrally located hotel in the heart of downtown Springfield, Missouri. This project included a complete restoration of the historic and original Masonic Temple that was over 100 years old. Hotel Vandivort features 50 rooms, two high-design meeting and entertainment spaces on the Lobby Level and a historic Grand Ballroom located on the 4th Floor. Bates successfully navigated the historical jurisdictional requirements set forth for the project, and as part of the already-thriving revitalization movement in downtown Springfield, Hotel Vandivort achieved LEED Gold Sustainability Certification. Vandivort's Grand Opening took place in July 2015.





CHADWICK PUBLIC SCHOOLS FEMA SHELTER

Chadwick School District selected Bo Hagerman, at then Hagerman New Urbanism to design their FEMA Storm Shelter and a 5,000 square foot addition. The FEMA funded construction included a gymnasium, library, and a classroom building. The classroom building was designed to be used daily as normal classrooms but then could be converted into the FEMA storm shelter at a moment's notice.

This project also included a new entrance and welcome center for the school district that served as a part of the FEMA Storm Shelter as well. The community access the entrance and welcome center for various Chadwick athletic events and therefore are familiar with the facility in the event that the FEMA Storm Shelter would need to be accessed for shelter purposes

bates

MULTIFAMILY SENIOR HOUSING & MIXED-USE DEVELOPMENTS COMPLETE PROJECT LIST

Sparta Housing F.M.H.A. Senior Citizens, Sparta, MO
Clever Senior Citizen Housing, Clever, MO
Ash Grove Senior Citizen Housing, Ash Grove, MO
Nixa Senior Citizen Housing, Nixa, MO
Cox North Hospital Senior Health, Springfield, MO
Cox Medical Office Building South Senior Health, Springfield, MO
Chesterfield Senior Care, St. Louis, MO
65 Marketplace Skilled Nursing & Independent Living, Ozark, MO
Assisted Living, Independent Living, and Skilled Living Facility, Belleville IL*
University City Skilled Nursing Care-Planning Study for Adaptive Reuse, University City, MO*
The Freemont Senior Living Center, Springfield, MO
Primrose Senior Living & Skilled Nursing Facility, Springfield, MO
Joplin Skilled Nursing Facility, Joplin, MO
Mercy Villa Skilled Nursing, Springfield, MO
Brookdale Senior Living, The Hallmark of Creve Coeur, Creve Coeur, MO
Brookdale Senior Living, Hallmark of Creve Coeur Assisted Living Apartments, Creve Coeur, MO
Lutheran Senior Services, Meramec Bluffs Continuing Care Retirement Community, St. Louis, MO
Lutheran Senior Services, Meramec Bluffs Assisted & Skilled Living, St. Louis County, MO
Parkside Retirement Living Memory Care, St. Charles, MO
Parkside Retirement Living Facility Master Plan, St. Charles, MO









bates

CAPACITY

The Bates team listed below is setup to handle current and projected workload to meet the schedule demand of the RFQ. In the past year Bates has completed 88 projects in market sectors of healthcare, housing, education, retail, commercial, historical rehabilitation, and hospitality. Our services include master planning on large scale community projects, complex healthcare architecture, fast-paced multi-site retail, interior design solutions for tenants in a lease space and now facilities management of operations and maintenance.

Including all of our project types we have worked in various jurisdictions of all levels (city, state, and federal) throughout the country, and are extremely in-tune with regulations and standards for the Design & Construction industry for federally funded projects and senior housing project types. Our teams work diligently to cover all aspects of regulatory compliance from jurisdictions, stakeholders, and end users.

Our team is comprised of talented and dedicated administrators, architects, interior designers, technology experts, and support staff who have been assembled to form an expert and exclusive best design practice. We offer the best of a large architectural firm - having numerous staff, continued growth and technical proficiency, and a small firm with access to clients, three centralized Midwest locations, and quality service. We have several staff members in our Missouri and Arkansas locations who are recognized in their communities as leaders in the design industry.

Bates uses many different types of consultants on a majority of our projects as an extension of our team. We require and challenge they share in the Bates promise of **total quality service**.

ADMINISTRATORS (7)

- Steve Warlick, President/CEO
- Todd Jacobs, Principal/COO
- Bo Hagerman, Director of Design
- Jerry Hagerman, Director of Architecture
- Paul Sabal, Principal/Healthcare Architect
- Ryan Faust, Principal Architect
- Chris Gale, Principal Architect

ARCHITECTS (15)

- Phil Young, Director of Operations/Senior Architect
- Valmik Thakore, Director of Healthcare
- Diane Adler, Senior Healthcare Planner
- Joe Bauer, Project Manager/Senior Architect
- Kent Norwood, Project Manager/Senior Architect
- Larry Wolters, Project Manager/Senior Architect
- Andrew York , Project Manager/Architect
- Jason Gundy, Project Manager
- David Horst, Project Manager
- RG Foster, Senior Architect
- Walt Albrecht, Senior Architect
- Carl Karlen, Architect/Designer
- Mark Tuttle, Architect/Designer
- Cliff Collins, Architect
- Bryan Stockton, Architect

INTERIOR DESIGNERS (4)

- Ali Summerford, Director of Interior Design
- Jaime Doerr, Interior Designer
- Crystal Smith, Interior Designer
- Keaton Tyler, Interior Design Intern

DESIGN PROFESSIONALS / PLANNERS (20)

- Alan Macejewski
- Alex Carter
- Alva Trask
- Chris Billo
- Christophe Bouteille
- Christopher Grimm
- Emily Biagioni-Paulette
- Eric Motley
- Erin Sikorski
- Golie Ebrahimian
- Joel Thomas
- Kirsten Goedecke
- Megan Eli
- Rich Conyers
- Ryan Daniels
- Suzanne Hayes
- Tanya Chadha
- Tian (Albert) Wang
- Timothy Brandt
- Rod Smith, Construction Supervisor

TECHNOLOGY (3)

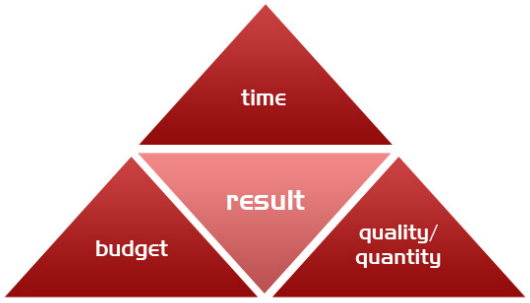
- Marin Pastar, Director of Technology Innovation
- Aaron Gipperich, BIM Manager
- Kirk Simpson, Information Technology

SUPPORT STAFF (3)

- Jennifer Hintz, Office Manager/Marketing
- Lindsey Houser, Executive Assistant
- Angie King, Accountant / Project Mgmt

ESTIMATING AND COMPILING BUDGETS

Successful budgeting is the result of balancing the program elements (quality/quantity) and schedule (time) with the forecasted costs (budget). Bates & Associates works as a team participant with our clients to develop projects from concept to construction, keeping the project triangle balanced (see diagram below). The programming process provides for early identification of budget, scope of work, and the clarification of quality/value expectations. This requires systematic budget management.



the project triangle

The best method we have to keep design and budget balanced during project development is to formalize the budget early and to make it the guideline for future decisions. Prioritized goals and objectives during the programming process help separate wants from necessities, while involving the client in a collaborative process of refinement.

An aspect that has drastically aided Bates in maintaining accurate budgets throughout each of our projects is our shift to Building Information Modeling (BIM). We are leaders in BIM Technology, and with this technology we have been able to greatly improve cost control and limit changes during the construction phase. Through Integrated Project Delivery processes and our use of the Revit software system, conflicts of systems and technical details have been significantly diminished and have allowed our recent projects to be constructed with few or no change orders.

INITIAL BUDGET VS. FINAL COST EXAMPLES

Project	Initial Budget	Final Cost
OTC Waynesville Education Center	$3,700,000	$3,718,200
Linn State Technical College - Vehicle and Power Center	$15,000,000	$15,000,000
OTC Richwood Valley Campus - Life Science & Tech. Center	$9,300,000	$9,300,000
Early Childhood Education Center	$2,000,000	$1,700,000
CoxHealth Meyer Orthopedic Center	$2,700,000	$2,900,000
Linn State Technical College - Information Technology Center	$12,800,000	$12,800,000

bates

BIM TECHNOLOGY WITH EMPHASIS IN REVIT

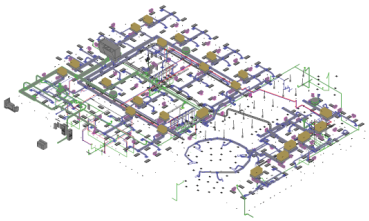
Bates is a leader in the use of technology to design and construct the best possible facilities for our clients. While many architects are reluctant to adapt to transforming technology, Bates embraces it! Building Information Modeling (BIM) Technology has significantly improved the methods in which buildings are designed, communicated, and analyzed. BIM has proven to provide outstanding benefits to Owners, resulting in high-quality facilities which are constructed faster with reduced costs versus traditional design methods. At Bates, our goal is not just to claim we use BIM technology, but to set the industry standard for how it is implemented.

3D Building Information Modeling (BIM) via Autodesk Revit

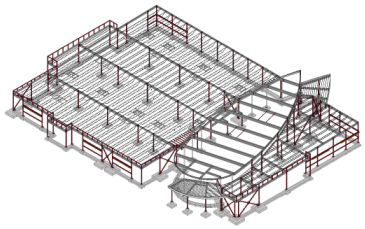
Bates is currently using Revit 2016 as a standard project delivery tool for all projects. We have developed standards and templates allowing us to quickly and efficiently collaborate with our consulting engineers in producing multi-disciplinary, fully coordinated BIM models. All of Bates production staff is Revit-capable and several of our key BIM personnel have achieved Revit Certification through Autodesk and CM-BIM Accreditation through Associated General Contractors of America. Our key BIM staff attends Autodesk University annually to learn about the innovative uses of BIM and to bring the best of cutting edge technologies and benefits to our clients.

Since the integration of BIM and Revit as a production tool, we have observed the following tangible benefits for our Clients:

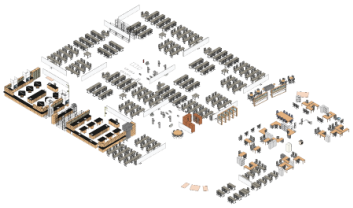
- Enhanced project understanding, communication and visualization - our clients know exactly what they will receive.
- Improved understanding of client needs - clients can communicate their needs quickly and easily.
- Improved coordination between the project team and streamlined coordination of Owner Equipment.
- Ability to incorporate design input from contractors and fabricators in CM, IPD and Design-Assist Projects.
- 3D presentation and discussion at prebid conferences to improve project understanding by subcontractors (in traditional Design-Bid-Build projects).
- More competitive bid pricing due to increased project understanding, decreased project ambiguities, lower risk of bid omissions, and increased contractor bid confidence.
- Reduction of RFIs, change orders, and submittal processing time as a result of well-coordinated, clash-detected 3D design models.
- Accelerated construction schedule due to reduction of conflicts and increased project understanding.
- Superior quality of the end-product as a result of clear expectations set by the 3D models.



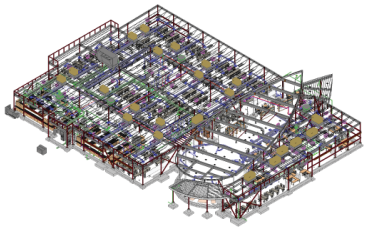
Mechanical Systems



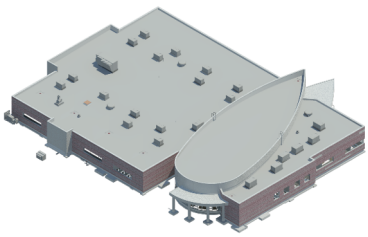
Structural Systems



FF&E Systems



All Building Systems



Overall Building Model

BIM TECHNOLOGY WITH EMPHASIS IN REVIT CONTINUED

Clash Detection Via Navisworks Manage

Clash Detection is the process of identifying conflicts (clashes) between the project team's individual model files when combined to create the entire building model. Clash Detection is probably the single most tangible benefit of BIM we provide for all of our projects - ***eliminating clashes in the model equals eliminating change orders in the field.***

Bates performs Clash Detection at all major milestones of the project to ensure there are no conflicts between individual engineering and construction systems.

Work and Collaborate in the Cloud

At Bates we use the latest in cloud-based data technology to allow entire project teams to work and collaborate in the most efficient methods available. Using Autodesk 360 Project Hub (A360), the A/E project team along with the Owner's team can view and share project related data, communicate with other members, navigate and comment on current Revit models, and orbit 3D model views on PCs, tablets, and mobile devices. With Autodesk Collaboration for Revit (C4R), project model data resides in the cloud where the project team can synchronize efforts between disciplines more effectively with live model data always at their fingertips. C4R uses intuitive tools to facilitate ongoing coordination and communication between the project and owner teams.

Enhanced Project Visualization Tools

Our clients can easily 'walk' or 'fly' through a rendered and furnished 3D model of their facility in real time. Taking it another step further, Bates can show clients rendered and furnished models through an immersive virtual reality environment. Using the latest in virtual reality headset technology, it's the closest experience available to actually walking through your real facility!

Lifecycle BIM and Facilities Management Services

Bates can assist in the development of a client-specific Lifecycle BIM Execution Plan, describing in detail the workflow and processes from Planning and Design, into Construction and Fabrication, and culminating into Operations and Maintenance.

When applying a full lifecycle BIM solution at the start of a project, we (can) use a standard client-specific library of predesigned modules to incorporate into a (proposed) project from the earliest schematic stage. These modules will incorporate schemes/layouts, specifications, cost, asset, maintenance, and other parameters important to our client for facilities management and operation. As design progresses, more information is populated into the model with the goal of achieving Level of Development (LOD) 350 per 2014 BIM Forum LOD Specification for all Building Systems, and a goal of LOD 400 BIM Models at the end of construction. When construction is complete, we enter the final phase of facilities/asset management where all BIM models are federated and translated into an easy-to-use, cloud-based software tied to an existing BMS/CMMS/CAFM system of choice (if applicable).

The Building Information Modeling-to-Facilities Management or (BIM-FM) process includes careful progression and workflow planning. This stage should be discussed at the very beginning of project planning. Subject to the BIM-FM goals identified early in the project, the stage requires the appropriate design and construction team as the process is collaborative in nature and does not exist in any individual silos.

REFERENCES

bates

Wes Holland
Director of Development
Reliance Health Care
824 Salem Rd. Suite 120
Conway, AR 72034
(501) 932-0050
wes@reliancehealthcare.com

PROJECT:
Primrose 120 bed skilled nursing facility

JP Roberts
General Manager
Vandivort Hotel
305 E. Walnut St.
Springfield, MO 65806
(417) 851-5084
jroberts@hotelvandivort.com

PROJECT:
Historic, LEED Gold Certified Vandivort Hotel Renovation

Dana Comstock
Superintendant of Schools
Chadwick Public Schools
7090 St. Hwy 125 S.
Chadwick, MO 65629
(417) 634-3588
comstockd@chadwick.k12.mo.us

PROJECT:
Chadwick FEMA Shelter

Joe Ruddell
Market President
1450 E. Zion Rd.
Fayetteville, AR 72703
479-316-0361
jruddell@mygenerations.bank

PROJECT:
4,000 sf Bank Facility currently in design phase

Curtis Jared
President
Jared Enterprises
2870 S. Ingram Mill Rd.
Springfield, MO 65804
(417) 887-7900
cjared@jaredenterprises.com

PROJECT:
Multiple land development multi-tenant projects

PENDING CLAIMS

bates

PENDING CLAIMS

Bates has ZERO pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current or pending, that involve work similar to the work sought by this RFQ.

June 7, 2016

Mr. Tony Robyn
Assistant Director of Planning, Development & Neighborhood Services
City of Joplin
602 S. Main
Joplin, MO 64801

Re: Professional Services
City of Joplin Senior Citizen Center (RFQ 2016-03)

Dear Tony,

Bates is pleased to submit this Proposal for the City of Joplin Senior Citizen Center in reference to RFQ 2016-03. As discussed in our interview and our scope of services meeting, we understand we have been selected on the basis of qualifications and are honored to have the opportunity to work with you on this project.

SCOPE OF BASIC SERVICES

A. Architect's Basic Services:
Architect's Basis Services shall include planning, architectural, interior design, FFE selection, structural, electrical, mechanical, plumbing, fire protection and basic construction administration services for an approximately 15,000 sqft facility as part of the Block Grant-Disaster Recovery (CDBB-DR) program provided to the City of Joplin.
Architect's Services specifically requested by Client for the project include survey, geotech, civil, landscape architecture, low-voltage systems, specialized kitchen design, detailed cost estimating, enhanced construction administration, 3rd party materials testing. These items are above and beyond the typical Basic Services provided and are included in this proposal.

B. Architect shall coordinate all design schemes with the Owner and/or his representatives through the design phases of the project.

C. It is understood that the Prime Contractual Agreement shall be based from the example contract provided in the RFQ. All other Architect's services are based on current local codes and the AIA Family of Documents. AIA Document A201-General Conditions shall be the referenced industry standards for this work.

D. Architect will assist the Owner during bidding and permitting process and will develop RFQs and RFPs as appropriate for the successful completion of the project.

E. Architect and their consultants will review shop drawings after they have been reviewed and noted by the general contractor and submitted to Architect for his and his consultant's review.

F. The Architect and/or their consultants shall develop an appropriate schedule for site visits based on the critical path schedule of the chosen contractor to observe construction and to inform the Owner of work progress. Architect will endeavor to guard the Owner against defects and deficiencies in the

work performed in compliance with the contract documents. Architect will prepare a punch list for contractors use and distribution. In item IV "FEES" the fee includes enhanced construction management at $90.00/HR with a not to exceed of $135,000.00. This is for on-site construction management and reporting in addition to standard architectural construction administration services. Once Construction Drawings are complete we will work with the selected General Contractor to develop an appropriate schedule for management and oversight related to this fee.

G. Architect shall engage a 3rd party materials testing company to oversee materials testing include soil compaction, concrete testing, structural steel inspections, wage rate interview, and other tests required by IBC Special Inspections. This fee is included in Item IV below. Once Bidding is complete we will work with the selected General Contractor to develop an appropriate schedule for inspections and testing related to this fee.

H. Architect shall provide design services using sustainable practices including practices similar to the LEED standard. LEED Certification/Documentation and Management of LEED Certification is not included in these services.

I. The Owner shall furnish all legal, insurance and accounting services, including auditing services, other than those identified in the Architect's services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

J. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service

K. The Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

L. Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

M. The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

N. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

O. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

P. Structural foundation systems design is based on shallow spread footings. There is evidence of mining activity in this area and deep foundation design may be required due to the findings included in the geotechnical investigation. Deep foundation design is not included in this proposal.

Q. Existing underground utilities will be located by utility companies in the field, Architect and his consultants shall be held harmless in the event a utility locate is not properly located by the utility companies. The Owner shall indemnify the Architect against claims related to private utilities unknown if encountered in any services provided by the Architect and his Consultants.

R. Certified Payroll for Construction Management and other activities related to construction under this scope of services shall be included as part of the Deliverable to the Client. Professional Services such as Architecture and Engineering are exempt from this requirement, however, any consultants performing activities that are not exempt shall have certified payroll delivered to the Client via the Architect.

FEES

Reference Exhibit A for a further breakdown of the Fee Structure. Based on our understanding of the scope of work please reference the following fee schedule:

I.	Project Management	$33,500.00
II.	Schematic Design	$78,500.00
III.	Design Development	$78,500.00
IV.	Construction Documents & Administration	$275,500.00
V.	Construction Estimating	$9,000.00
Total Fee		$475,000.00
Estimated Reimbursable Budget		$24,000.00

Below is the consultant list for the Project:

Survey/Lot-Split:	CEI Engineering
Geotech:	Anderson Engineering
Civil/Landscape Architect:	CEI Engineering
Mechanical/Plumbing/Electrical:	Omni Engineers
Low Voltage/Fire Protection:	Omni Engineers
Structural Consultant:	Wells & Scaletty
Kitchen Consultant:	Glore, Inc.
Construction Estimating	Hart-Cone
Materials Testing:	Anderson Engineering

The following individuals are named as the key representative for all team members under our scope:

Bates:	Ryan Faust
Anderson:	Cody White
CEI:	Nate Bachelor
Omni:	Ken Overman
Wells & Scaletty:	Jeff Wells
Glore, Inc:	Mike Glore
Hart-Cone:	Jordan Ligon

The City of Joplin shall be billed in proportion to services performed within each service project phase on a monthly basis. Payments to the Architect shall be made within thirty (30) days from the date of the billing statement.

Additional services not defined in the agreement between the parties will be negotiated prior to work or billed at standard hourly rates.

Reimbursable expenses include, but are not limited to printing, reproductions, delivery, fees paid, taxes levied, travel cost, etc. and compensation shall be 1.0 times the direct expense. Travel time will not be considered a reimbursable expense for this project.

We appreciate the opportunity to submit this proposal for your review. Please contact us if you have any questions or need additional information.

HOURLY WAGES

Professional 1	$215.00
Professional 2	$165.00
Professional 3	$150.00
Professional 4	$125.00
Professional 5	$110.00
Professional 6	$80.00
Intern	$65.00
Support Staff	$60.00

Sincerely,



Steven W. Warlick, AIA, NCARB, LEED AP
President / CEO

Agreed:
Name & Title: _____

Date: _____

cc: Paul Sabal
Ryan Faust
Todd Jacobs
File

Exhibit A - Fee Breakdown

	Date:	6/7/2016		Project Description:	City of Joplin Senior Citizen Center (RFQ 2016-03)
	Due Diligence/Project Management		**Fee**	**Primary Consultant for Scope of Service**	
	Topographical Survey		$3,600.00	CEI Engineering	
	Lot-Split & Re-Plat		$2,400.00	CEI Engineering	
	Geotechnical Exploration		$3,000.00	Anderson Engineering	
	General Project Management (3rd party FEMA review, jurisdictional coordination, CDBG reporting and coordination, bidding, permitting, etc.)		$24,500.00	Bates	
	Due Diligence/Project Management Sub-Total		$33,500.00		
	Schematic, DD, CDs & Basic CA		**Fee**	**Primary Consultant for Scope of Service**	
	Architectural		$132,000.00	Bates	
	Interior Design		$15,000.00	Bates	
	FFE		$15,000.00	Bates	
	Mechanical/Electrical/Plumbing/Fire Protection/Low-Voltage		$75,000.00	Omni Engineers	
	Civil/Landscape Architecture		$30,000.00	CEI Engineering	
	Structural		$13,000.00	Wells & Scaletty	
	Kitchen Consulting		$7,500.00	Glore, Inc.	
	Cost Estimating		$9,000.00	Hart-Cone	
	Schematic, DD, CDs & Basic CA Sub-Total		$296,500.00		
	Enhanced CA & Materials Testing		**Fee**	**Primary Consultant for Scope of Service**	
	Enhanced Construction Administration*		$135,000.00	Bates/Hart-Cone	
	Materials Testing*		$10,000.00	Anderson Engineering	
	Enhanced CA & Materials Testing Sub-Total		$145,000.00		
	Total Fees		$475,000.00	PLUS $24,000.00 ESTIMATED REIMBURSABLE BUDGET.	

* FEE IS HOURLY NTE BASED ON ASSUMED SCOPE OF SERVICES REQUIRED FOR A 12-MONTH CONSTRUCTION CYCLE.

bates

City of Joplin
Senior Citizen Center
Project Schedule / Project No 16061

Date: 06/20/16

	Duration	2016																																					
		7				8					9				10					11				12				11					12				
		July				August					September				October					November				December				November					December				
		4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	1	8	15	22	29	6	13	20	27
Survey/ Geotech	4 Weeks																																						
Programming / Planning	3 Weeks																																						
Planning / Zoning	4 Weeks																																						
Schematic Design	4 Weeks																																						
Owner Review	1 Week																																						
Design Development	5 Weeks																																						
Owner Review	1 Week																																						
Contract Documents	6 Weeks																																						
Owner Review	1 Week																																						
Permit	4 Weeks																																						
Bid / Negotiate	5 Weeks																																						
***Bid Date after New Years**																																							
Construction	12 Months																																						
Move-In	4 Weeks																																						

EXHIBIT D

Qualification Evaluation Interviews: Senior Citizen's Center				
Rated Criteria	**Possible Score**	CGA	Bates	SAPP
Assigned Project Team Qualifications and Ability to perform work	20 Maximum Points Possible	14	17.5	15.25
Previous Experience and Past Performance	15 Maximum Points Possible	11	12.25	11.25
Design Style and Concepts	10 Maximum Points Possible	6.25	8.75	8.75
Stakeholder Needs and Information Gathering Process	5 Maximum Points Possible	3	5	4
Presentation Style and Team Communication Skills	20 Maximum Points Possible	14.5	18.25	15.5
Team cohesion and Comfortability	15 Maximum Points Possible	12.75	13.5	10.75
Reviewer's Overall Analysis	15 Maximum Points Possible	9.75	12.5	10
Total	**100 Maximum Points Possible**	71.25	87.75	75.5

CITY		ARCHITECT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: Samuel L. Anselm		Attention:	
Department: City Manager		Phone:	Fax:
Phone: **417-624-0820, ext 205**	Fax:		

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Architect to render certain technical and professional services in connection with a project identified in this Agreement;

WHEREAS, the Architect made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Architect is licensed by the Missouri Board for Architects, Professional Architects, and Engineers to perform the services designated under this contract, and further represents that all services shall be done under the direction of a licensed professional by the Missouri Board for Architects, Professional Architects, and Engineers;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Architect as follows:

1. **Services.** The City agrees to engage the services of the Architect and the Architect agrees to perform the services described in this Agreement. The services of the Architect shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Architect under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental Architecting work or materials furnished hereunder shall not in any way relieve the Architect of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Architect.

   (a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2016-RFQ-03, which is incorporated fully herein and attached hereto as Exhibit A. Exhibit A provides General Requirements and Specific Requirements. The Scope of Services for this Agreement shall also include the Services as set forth in the Architect's Response and Proposal to the RFQ, Scope of Services, which is incorporated fully herein and attached hereto as Exhibit C.

2. **Term.** The services of the Architect shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project outlined in this Agreement.

3. **Payment.** The City, pursuant to this Agreement, shall pay Architect the consideration set forth in the Architect's Fee Proposal, which is incorporated fully herein and attached hereto as Exhibit C, which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. Payment request shall be made pursuant to the Fee Proposal phases and shall be approved by the City and its Project Manager. The total costs for Architect's services

under this Agreement shall not exceed $475,000.00. The Architect shall also be entitled to payment for expenses related to travel, printing, and courier services in an amount not to exceed $24,000.00. Said expenses shall be submitted with verifying documentation to the City for payment.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Architect without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Architect shall secure at its own expense, all personnel required to perform the services called for under this contract by the Architect. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Architect. All of the services required hereunder will be performed by the Architect or under the Architect'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.

6. **Termination of Contract.**

   a. Termination for breach. Failure of the Architect to fulfill the Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule in Exhibit B and description of services set forth in Exhibits A B &C shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect 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 Architect.

   b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Architect 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 Architect further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Architect 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 Architect 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. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.

10. **Discrimination.** 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.

11. **Occupational License**: The Architect 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 Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

12. **Compliance with Laws**. Architect agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder, as are enacted as of the date of rendered services. Architect affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Architect is current.

13. **Reports and Information.** The Architect, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

14. **Records and Audits.** The Architect 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. The City, EDA, the Comptroller General of the United States, the Departmental Inspector General, or any of their duly authorized representatives, shall have access to any paper or electronic documents, books, correspondence, and records of the Architect (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Architect shall maintain all records for at least three (3) years after the recipient makes final payment and all pending matters are closed. *See* 15 C.F.R. §§ 14.53(b) or 24.36(i)(11), as applicable.

15. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.

16. **Equal Employment Opportunity**. During the performance of this Contract, the Architect agrees as follows:

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

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

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

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

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

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

g) In the event of the Architect's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

18. **Affirmative Action for Handicapped Workers**

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

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

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

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

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

physically and mentally handicapped individuals.

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

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

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

21. **Authorized Employees**. Architect 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. Architect 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.

22. **Interest of Architect and Employees**. The Architect 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 Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

23. **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 Architect shall take appropriate steps to assure compliance.

24. **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 Architect shall take appropriate steps to assure compliance.

25. **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 Architect is associated with a business entity, Architect 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, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. **Nonresident/Foreign Contractors**. The Architect shall procure and maintain during the life of this contract:

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

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

27. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect 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 Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's activities and responsibilities hereunder. The Architect 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 Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

28. **City Benefits**. The Architect 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.

29. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect 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 Architect to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Architect to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and include copies for the Director of Planning and Community Development.

All policies except for the professional liability policy 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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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. Architect 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 attorney's fees of Architect, its employees, officers or agents. Architect 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 Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Architect shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Architect shall require any

and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Architect, upon 10 days written notice, to execute a contract addendum whereby the Architect agrees to provide, at a price not exceeding Architect'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.

30. **Liability and Indemnity**. The parties mutually agree to the following:

a) The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c) In no event shall the City be liable to the Architect 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.

31. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD/electronic files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

32. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

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

34. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section

3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

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

36. **Statement that Project Federally Funded:** It is understood that this contract is funded in whole or in part with the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2013, Public Law 113-2, Federal Award ID #B-12-MT-29-0001 and related regulations and restrictions normally associated with federally-funded programs and any other requirements that the CDBG-DR regulations may prescribe.

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

38. **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 Architect arising out of or related to this agreement or the breach thereof, will be first submitted to mediation, and if the dispute is not resolved, the parties may pursue all other available legal remedies.

39. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

40. **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.

41. **Documents Made a Part of This Agreement**.

    a. Exhibit A. City of Joplin RFP 2016-RFQ-03.
    b. Exhibit B. Architect's Response and Proposal to the RFQ.
    c. Exhibit C. Architect's Proposal Documents (excluding sample contracts).

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Architect:

By: _____

Printed Name:

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

Date: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 5, 2016

ITEM: COUNCIL BILL NO. 2016-514
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Real Estate Contract; Quit Claim Deed

Department Head: Leslie Haase
Community Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of 726 Kentucky.

DISCUSSION:
The City was contacted by the adjacent property owner, the Salvation Army, about selling 726 Kentucky. Due to the size and industrial zoning of the lot, it is a non-buildable lot and only has value to the adjacent property owner. Therefore, Zoning and Planning does not have to declare the property as surplus and the city is not required to accept bids for the sale. The selling price of the property, which is the appraised value, is $5,500.00. The Salvation Army has already issued a check for this property sale, pending approval of this real estate contract and quit claim deed by the City Council. The quit claim deed will be executed with signatures from the corporate office.

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

COUNCIL BILL NO. 2016-514 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Salvation Army, an Illinois Corporation, for the sale of approximately 6,000 square feet of land at 726 Kentucky; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Salvation Army, an Illinois Corporation, for the sale of approximately 6,000 square feet of land at 726 Kentucky, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This proposed sale agreement needs to be approved so the buyer can purchase this property relative to their current location.

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

of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2016, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and The Salvation Army, an Illinois Corporation**,** hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

"All of Lot Numbered Five (5) in Conklin's 1st Addition to the City of Joplin, Missouri, Jasper County"

The real estate is currently zoned M-2 and contains approximately 6,000 square feet more or less.

2. PURCHASE PRICE. The purchase price to be paid by the Buyers is Five Thousand Five Hundred Dollars and No Cents ($5,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Quit Claim Deed.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before August 5, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. Buyer shall deliver non-refundable earnest money to the City, in the amount of Two Hundred Fifty Dollars ($250.00) which shall be applied towards the purchase price at Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Sam Anselm, City Manager

"SELLER"

The Salvation Army, an Illinois Corporation

By: _____

"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2016, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and The Salvation Army, an Illinois Corporation.

WITNESSETH, that the said Grantor, in consideration of the sum of Five Thousand Five Hundred Dollars and No Cents ($5,500.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of Lot Numbered Five (5) in Conklin's 1st Addition to the City of Joplin, Jasper County, Missouri."
>
> Property contains 6,000 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
Sam Anselm
City Manager

"Grantor"

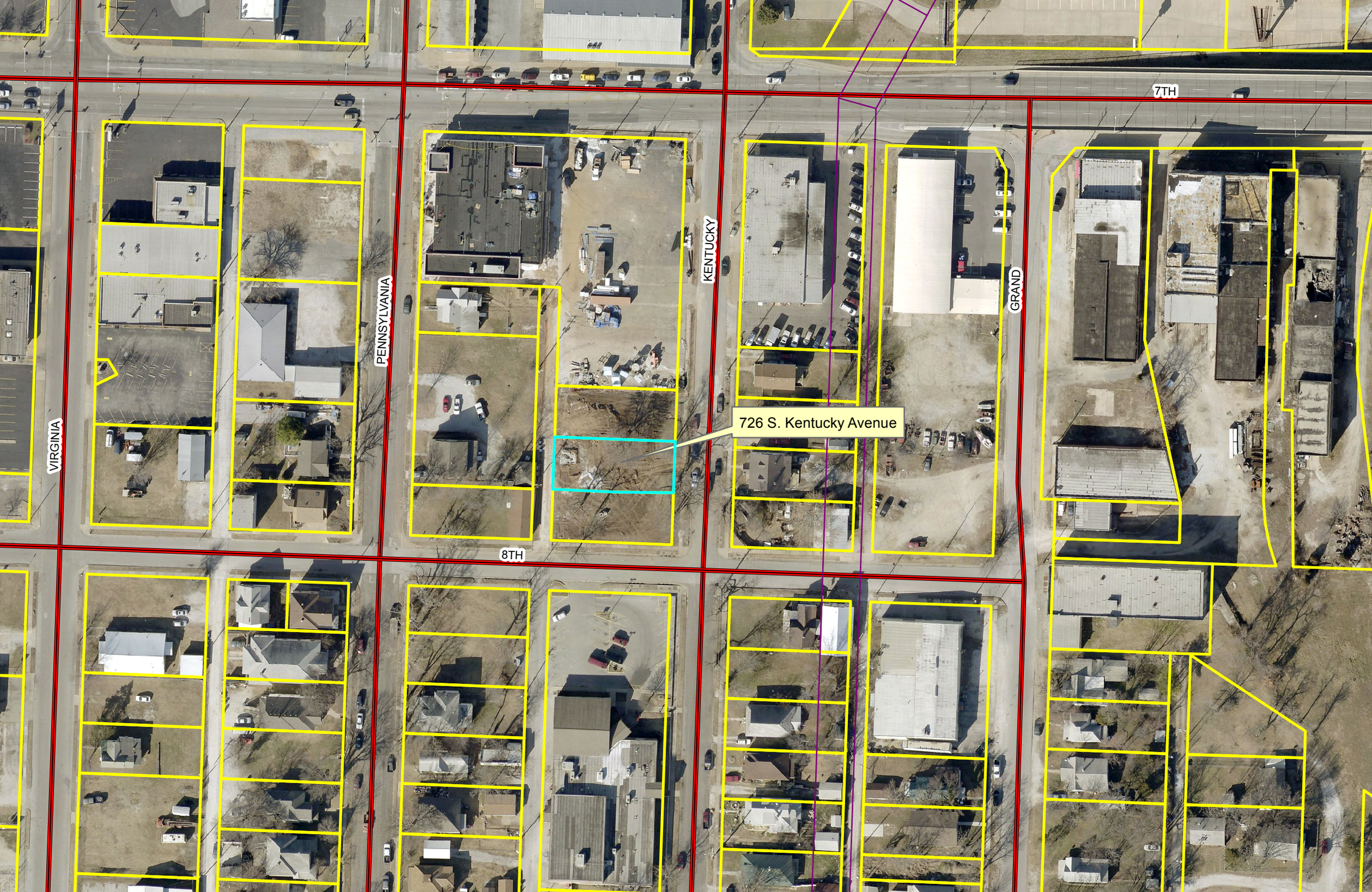
STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2016, before me personally appeared Sam Anslem to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said Sam Anselm acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My commission expires: _____


7TH
VIRGINIA
PENNSYLVANIA
KENTUCKY
GRAND
8TH
726 S. Kentucky Avenue

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: July 5, 2016
ITEM: Council Bill No. 2016-010 amending Chapter 2, Administration, Section 50, Code of Ethics; authorizing the City of Joplin to enact an ordinance establishing a waiver.

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2016-010

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

INTRODUCTION:

This Council Bill amends Chapter 2, Administration, Section 50, Code of Ethics. Specifically, the bill enacts an ordinance establishing a waiver to Section 50(f)(3), for service on an agency, board, or commission.

DISCUSSION:

The City's Code of Ethics currently states in Section (f)(3) that "a councilmember shall not be employed by the city, or any of its departments, boards or agencies, for a period of one year after leaving the position of councilmember." The City Attorney has historically interpreted this provision as prohibiting service as a volunteer on agencies and boards. This Council Bill creates a waiver to Section (f)(3), applicable only to service on an agency, board, or commission. A former councilmember may submit a written request to waive the one year prohibition. The City Council may waive the restriction if it finds that a waiver will serve the best interests of the City of Joplin.

RECOMMENDATION:

Staff presents this Council Bill on First Reading.

JLP:ab
attachment

COUNCIL BILL NO. 2016-010 ORDINANCE NO.

AN ORDINANCE amending Chapter 2, Administration, Section 2-50, Code of Ethics. In general, creating a new Section 2-50(n) of the Joplin City Code.

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

WHEREAS, the City's Code of Ethics currently states in Section (f)(3) that "a councilmember shall not be employed by the city, or any of its departments, boards or agencies, for a period of one year after leaving the position of councilmember."

WHEREAS, service on an agency, board, or commission is on a volunteer basis. There is no compensation or other consideration.

WHEREAS, this Council Bill creates a waiver to Section (f)(3), applicable only to service on an agency, board, or commission. A former councilmember may submit a written request to waive the one year prohibition. The City Council may waive the restriction if it finds that a waiver will serve the best interests of the City of Joplin.

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

Section 1. That a new Section 2-50(n), Waiver, be enacted to read as follows:

(n) Waiver. Any former councilmember may submit a written request for a waiver of section (f)(3) of the code of ethics; specifically and limited to, that a former councilmember serve on a board or commission without waiting one (1) year after leaving the council. The City Council is empowered to grant a waiver if it finds that the waiver will serve the best interests of the City. The City Council shall consider the reasons contained in the written request, any undue hardship on the councilmember or other compelling or exceptional circumstances. The City Council shall hear the merits of the waiver at its next regular council meeting and it shall be open to the public. The City Council shall either issue or deny the waiver and may condition the waiver on any terms they deem reasonable or necessary.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, 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: JULY 5, 2016

ITEM: COUNCIL BILL NO. 2016-515
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Fire Chief: Jim Furgerson
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill corrects certain language related to fireworks fees.

DISCUSSION:
Following the bi-annual user fee review, certain fee increases and changes were implemented with an effective date of January 1, 2016. One such fee was increasing the fireworks stand fee from $50.00 to $100.00. Section 58-68 was changed to reflect this increase. However, Section 58-66, subsection (a) was inadvertently missed. Therefore, this section is being revised to match the change to 58-68.

The corrected language will be effective on September 1, 2016.

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

COUNCIL BILL NO. 2016-515 ORDINANCE NO.

AN ORDINANCE repealing Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has not raised fees since 2008 and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. FIRE PREVENTION CODE**

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 58-66. Sale of Fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $100.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE
Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:
(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.
(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets or Chinese lanterns within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.
(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

(e) *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

(f) *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67. "

Section 2. That this ordinance shall become effective on September 1, 2016.

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

_____ day of _____, 2016.

_____
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: July 5, 2016
ITEM: Council Bill 2016-607 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing the updating of certain classifications presently in use by the City

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENTS: Council Bill No. 2016-607, Summary Sheet, Job Descriptions, and updated salary admin plan.

DEPARTMENT HEAD:	Jimmy Furgerson	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**
HUMAN RESOURCES DIRECTOR:	Dave Allgood	**DATE:**

SUMMARY:

This Council Bill approves updating classifications and new job description for the Fire Department within the City of Joplin Classification and Pay System.

DISCUSSION:

The Classification and Pay Plan includes provisions whereby the Plan periodically can have classification titles added or job descriptions revised. This is a new classifications and job description will provide a more efficient and effective organizational structure. It will allow the City to have a larger hiring pool for selection and to provide the City with the opportunity to train our firefighters in house.

RECOMMENDATION:

The City Manager, Fire Chief, Human Resources Director, Personnel Board and City Staff have reviewed and recommends approval of this Council Bill.

COUNCIL BILL NO. 2016-607 **ORDINANCE NO.**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing a new classification title for the Fire Department.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that the Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and,

WHEREAS, the City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012 to be affected November 1, 2012;

WHEREAS, the City Manager has reviewed the new position and job description for the Fire Department requesting addition of the new job descriptions and updating pay ranges as outlined on the attached spreadsheet. The Personnel Board has reviewed and approved the new classification title and duties.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan revisions and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012.

Section 2. That the classification as attached hereto and indicated in the attached "Summary Sheet" are hereby established.

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

Of _____, 2016.

_____
Michael L Seibert, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of Joplin

Council bill 2016-607

5-Jul-16

SUMMARY SHEET OF CHANGES

Department	Position	Reason for Change	old pay range	New Position	Full time Part time	new Pay range	Comments
Fire Department	Firefighter Trainee	Currently we require Fire Fighter I & II to be hired by the fire department. This requires us to hire personnel that while they may have some of the requirements to be hired they may not necessarily have the right attitude or are even the right fit for the City of Joplin Fire Department. Adding this new position will allow the City of Joplin to expand our hiring pool and hire those with the right attitude and the basic skill set to be the best fit for Joplin Fire Department. It will also allow us the opportunity to train the skills to make them good Joplin Fire Fighters and will help in retaining them.	na-new	160	FT	160	Adding this position will expand our hiring pool and provide us with a better selection of candidates and ultimately a better hire. Existing vacancies will be used to fill the role so no budget adendment will be needed.

JOB DESCRIPTION
CITY OF JOPLIN
FIREFIGHTER TRAINEE

TITLE: FIREFIGHTER TRAINEE

DEPARTMENT: FIRE

DESCRIPTION:

Under general to limited supervision, responds to emergency calls, including fire, accident, medical emergency, and/or rescue situations to protect life and property.

GENERAL DUTIES AND RESPONSIBILITIES:

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

- Attendance and dependability. Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

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

Based upon qualifications, they will be trained the duties listed below:

- Performs a variety of fire suppression activities at the fire scene, including deploying hose lines, operating nozzles and directing water streams, raising and climbing ladders, and utilizing a variety of hand and power equipment.
- Operates a variety of fire suppression and/or emergency assistance equipment.
- Participates in a variety of training activities to maintain/improve the level of fire suppression/emergency medical skills and physical conditioning.
- Resolves routine problems encountered in performance of work assignments.
- Performs a variety of emergency rescue activities at fire, accident, medical, or other emergency scenes.
- Administers emergency medical care at the appropriate level.
- Performs a variety of cleaning, maintenance, and repair tasks necessary to keep the fire station, apparatus and related equipment clean, stored properly, fully functional and operating safely.
- Answers phone and operates radio to facilitate effective and timely response to emergency calls.
- Performs fire safety inspections of businesses, manufacturing/industrial facilities, schools, and other commercial/public facilities in assigned area to identify fire hazards, potential/actual fire code violations, and to verify locations of hazardous materials.
- Talks with community groups and other City residents to explain fire safety/fire prevention practices and techniques and inform them about the functions of the Joplin Fire Department.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

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

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of fire suppression principles, methods, techniques, and practices.
- Knowledge of purpose/use of various tools, equipment, and apparatus used in fire suppression, rescue, and medical assistance operations.
- Knowledge of first aid, C.P.R., and other basic emergency medical assistance techniques.

PHYSICAL REQUIREMENTS

- Requires medium to high levels of sitting, standing, walking, squatting, heavy lifting, bending, twisting, and kneeling; requires manual dexterity sufficient to operate all essential job related equipment such as vehicles, fire apparatus, or other specialized equipment.
- Must be mobile and in appropriate physical condition such that departmental safety rules and the safety of self or others is not compromised while working.
- All fire employees are required to meet all applicable Federal, State, and Departmental physical fitness and physical training standards prior to and during employment.
- Must be sighted and hearing to such a degree as to enable safe and effective job performance of essential functions.
- Work is performed in indoor and outdoor environments.
- Work may involve potential exposure to extreme weather conditions, extreme heat, unstable buildings and structures, hazardous chemicals and materials, emergency disaster situations, body fluids, infectious diseases and air and blood borne pathogens when responding to emergency and non-emergency incidents.
- Work requires the wearing of Self Contained Breathing Apparatus and confining equipment or gear for extended periods of time.

ENVIRONMENTAL ADAPTABILITY

- Knowledge City of Joplin fire safety codes and ordinances.
- Knowledge of the street names and locations in the City of Joplin.
- Knowledge of customer service techniques.
- Skill in following complex oral and written instructions, procedures and guidelines.
- Skill in the utilization of applicable communications equipment used in emergency and non-emergency operations.
- Skill in safely and effectively operating a full range of fire suppression/emergency response apparatus and equipment.
- Skill in applying basic or advanced emergency medical assistance techniques.

GENERAL QUALIFICATIONS:

- Must be a high school graduate or have G.E.D.
- **Must possess at least one of the following:**
  - An Emergency Medical Technician-B license **or**
  - Firefighter I and II certification **or**
  - 36 hours of college from an accredited college or university **or**
  - Two years of active military service with an honorable discharge.
- Must possess and maintain a valid driver's license.
- Firefighter I and II certifications and EMT-B license must be maintained throughout employment

JOB DESCRIPTION
CITY OF JOPLIN
FIREFIGHTER TRAINEE

_____ _____

Employee Name (Please Print) Date

FIRE DEPARTMENT	APPROVED:
ORDINANCE #:	PAY RANGE: 160

_____

Employee Name (Signature)

CITY OF JOPLIN

SALARY ADMINISTRATION PLAN

EFFECTIVE DECEMBER 15,2014 - Updated 8.5.15

* - unclassified position according to city charter (E) - exempt according to FLSA

Range	Position	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
100	Clerk Cook	$ 9.2500	$ 11.3360	$ 13.4220	$19,240	$23,579	$27,918
110	Custodian Laborer I Utility Worker WIC Certifier	$ 10.1980	$ 12.4980	$ 14.7980	$21,212	$25,996	$30,780
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$ 10.7080	$ 13.1230	$ 15.5380	$22,273	$27,296	$32,319
130	Automotive Service Worker Laborer II Parking Enforcement Officer Recreation Leader Senior Clerk Small Engine Mechanic Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$ 11.2430	$ 13.7790	$ 16.3150	$23,385	$28,660	$33,935
140	Community Development Assistant Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Utility Locator	$ 11.8050	$ 14.4680	$ 17.1310	$24,554	$30,093	$35,632

150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Licensed Practical Nurse Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$ 12.3960	$ 15.1915	$ 17.9870		$25,784	$31,598	$37,413
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Firefighter Trainee Heavy Equipment Operator Human Resources/ Safety Specialist Legal Specialist Police Officer Trainee Public Safety Communications Operator Systems Operator Wastewater Plant Operator	$ 13.6660 $ 9.7613	$ 16.7485 $ 11.9692	$ 19.8310 $ 14.1771		$28,425 $28,425	$34,837 $34,854	$41,248 $41,284
170	Assistant City Clerk Chief Wastewater Plant Operator I Crime Analyst/Accreditation Coordinator Engineering Technician * Executive Assistant/Sec to City Manager Firefighter/EMT Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Police Officer I Traffic Signal Technician Wastewater Laboratory Technician	$ 14.3500 $ 10.2497	$ 17.5860 $ 12.5614	$ 20.8220 $ 14.8731		$29,848 $29,847	$36,579 $36,579	$43,310 $43,310

180	Automotive Mechanic II Building Maintenance Technician Neighborhood Services Coordinator Nutritionist I (E) Recycling Coordinator (E) Wastewater Plant Technician	$ 15.0670	$ 18.4650	$ 21.8630		$31,339	$38,407	$45,475
190	Building Inspector Chief Wastewater Plant Operator II Construction Inspector Environmental Public Health Specialist I (E) Fire Driver/Engineer GIS Technician Police Officer II Property Negotiator/Appraiser	$ 15.8200 $ 11.3005	$ 19.3885 $ 13.8491	$ 22.9570 $ 16.3977		$32,906 $32,907	$40,328 $40,329	$47,751 $47,750
200	Community Health Planner/Educator (E) Golf Course Maintenance Supervisor (E) Nutritionist II (E) Planner (E) Police Corporal Public Safety Communications Supervisor	$ 16.6110	$ 20.3575	$ 24.1040		$34,551	$42,344	$50,136
210	Building Maintenance Supervisor (E) Chief Wastewater Plant Technician Communications Technician Director of Sales/CVB (E) Environmental Public Health Specialist II (E) Facility & Events Manager (E) Fire Apparatus Fleet Manager IT Analyst Land Surveyor (E) Public Safety Communications Manager (E)	$ 17.4420	$ 21.3760	$ 25.3100		$36,279	$44,462	$52,645

300	Arborist (E)	$ 18.3140	$ 22.9595	$ 27.6050	$38,093	$47,756	$57,418
	Assistant to the City Manager (E)						
	Fleet Maintenance Supervisor (E)						
	Golf Course Professional (E)						
	Infrastructure Maintenance Supervisor (E)						
	Plans Reviewer						
	Business Development Manager (E)						
	Wastewater Laboratory Supervisor						
	Wastewater Pretreatment Inspector						
310	Communications Technician Manager (E)	$ 19.2300	$ 24.1075	$ 28.9850	$39,998	$50,144	$60,289
	Community Health Nurse (E)						
	Emergency Management Coordinator (E)						
	Fire Captain	$ 13.7356	$ 17.2198	$ 20.7039	$39,998	$50,144	$60,290
	Fire Marshal (E)						
	Jail Administrator (E)						
	Neighborhood Services Supervisor (E)						
	Police Sergeant						
	Public Information Officer (E)						
	Regional Response Planner (E)						
	Senior Accountant (E)						
	Transportation Coordinator (E)						
	WIC Services Coordinator (E)						
320	* Assistant Director of Human Resources (E)	$ 20.1910	$ 25.3130	$ 30.4350	$41,997	$52,651	$63,305
	Athletic Facilites Superintendent (E)						
	Cemetery Superintendent (E)						
	Financial Analyst (E)						
	Medical Services Coordinator (E)						
	Parks Maintenance Superintendent (E)						
	* Public Defender (E)						

330	Airport Manager (E)	$ 21.2010	$ 26.5790	$ 31.9570	$44,098	$55,284	$66,471
	* Assistant City Prosecutor (E)						
	* City Clerk (E)						
	Civil Engineer I (E)						
	Fire Training Chief (E)						
	* Municipal Court Administrator (E)						
340	Battalion Chief (E)	$ 15.9007	$ 19.9341	$ 23.9674	$46,303	$58,048	$69,793
	Capital Improvement Project Manager (E)	$ 22.2610	$ 27.9075	$ 33.5540	$46,303	$58,048	$69,792
	CDBG Project Manager (E)						
	Chief Building Official (E)						
	* City Prosecutor (E)						
	Infrastructure Superintendent (E)						
	Network Manager						
	Police Captain (E)						
	Wastewater Plant Superintendent (E)						
350	* Assistant City Attorney (E)	$ 23.3740	$ 29.3030	$ 35.2320	$48,618	$60,950	$73,283
	* Assistant Director of Health & Env/Epid Coordinator (E)						
	* Assistant Director of Parks and Recreation (E)						
	* Assistant Director of Planning, Development and Neighborhood Services (E)						
	Civil Engineer II (E)						
	* CVB Director (E)						
360	* Assistant Director of Public Works/Operations (E)	$ 24.5430	$ 30.7685	$ 36.9940	$51,049	$63,998	$76,948
	* Assistant Finance Director (E)						
	* Assistant Police Chief (E)						
	* Deputy Fire Chief (E)						
370	* Human Resources Director/Risk Mgmt (E)	$ 28.4110	$ 35.6180	$ 42.8250	$59,095	$74,085	$89,076
380	* Assistant Director of Public Works/Engineering (E)	$ 29.8320	$ 37.3990	$ 44.9660	$62,051	$77,790	$93,529
	* Community Health Director (E)						
	* Director of Planning, Development and Neighborhood Services (E)						
	* Municipal Judge (E)						
	* Parks & Recreation Director (E)						
390	* Director of Information Services (E)	$ 31.3230	$ 39.2685	$ 47.2140	$65,152	$81,678	$98,205
	* Finance Director (E)						

400	* Fire Chief (E) * Police Chief (E)	$ 32.8900	$ 41.2325	$ 49.5750	$68,411	$85,764	$103,116
410	* Assistant City Manager (E) * City Attorney (E) * Public Works Director (E)	$ 34.5340	$ 43.2940	$ 52.0540	$71,831	$90,052	$108,272

REGULAR Part-Time Hourly		Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$9.620	$10.005	$10.405
555	Interpreter/Translator	$10.161	$10.567	$10.990
570	Lead Peer Counselor	$11.540	$12.002	$12.482

SEASONAL Part -Time Hourly		Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Golf Course/ Athletic Complex	$8.250	$8.580	$8.923
502	Clerk	$8.663	$9.010	$9.370
505	Recreation Instructor	$9.075	$9.438	$9.816
520	Laborer	$9.438	$9.816	$10.209
540	School Crossing Guard	$9.816	$10.209	$10.617
555	Police Reserve Officer	$10.161	$10.567	$10.990
560	School Crossing Guard Coordinator	$10.617	$11.042	$11.484
570	Engineering Aid	$11.540	$12.002	$12.482
580	Court Bailiff	$15.000	$15.600	$16.224
600	Cashier - Pools Lifeguard	$8.250	$8.580	$8.923
610	Pool Operator	$9.438	$9.816	$10.209
620	Aquatic Supervisor Day Camp Director	$10.209	$10.617	$11.042