COUNCIL AGENDA
September 21, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Priority Based Bugeting Presentation
      Overview of the priority-based budget process by Jon Johnson and Chris Fabian

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The September 8, 2015 Joplin City Council Meeting

      Documents: SEPTEMBER 8 2015 MIN.PDF

   2. COUNCIL BILL NO. 2015-265

      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 C-3 property as described below and located 300 feet west of the northwest corner of Zora Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

      Documents: CB2015-265.PDF

   3. COUNCIL BILL NO. 2015-266

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3 property as described below and located at 711 South Rex Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: CB2015-266.PDF

   4. COUNCIL BILL NO.2015-267
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 185 feet north of the intersection of 23rd Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

Documents: CB2015-267.PDF

5. COUNCIL BILL NO. 2015-268
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8125 East 26th Street in Jasper County, Missouri.

Documents: CB2015-268.PDF

6. COUNCIL BILL NO. 2015-269

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District R-3 and including in District C-1-PD property as described below and located 500 feet south of the intersection of 32nd Street and Oliver Avenue in the City of Joplin, Newton County, Missouri.

Documents: CB2015-269.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2015-155
AN ORDINANCE approving an extension to the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC which commenced on October 1, 2014 and was due to end on September 30, 2015; and enacting the six (6) months renewal option extending the contract to March 31, 2016; dealing generally with the collection, hauling and disposal of solid waste from specified city owned buildings and facilities; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015-155.PDF, EXHIBIT A CB 2015-155.PDF, AGREEMENT EXTENSION CB 2015-155.PDF, COUNCIL BILL 2015-155.PDF

2. COUNCIL BILL NO. 2015-156
AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Olsson Associates, to provide professional structural engineering and project management services for dismantling the building located at 301 Commercial Alley, not to Twenty Thousand Dollars and No/100 Dollars ($20,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015-156.PDF, COUNCIL BILL 2015-156.PDF, AGREEMENT CB 2015-156.PDF, RFQ COUNCIL BILL 2015-156.PDF

3. COUNCIL BILL NO. 2015-458
AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 13, 2018, for the amount of Five Hundred Thousand Dollars and no Cents ($500,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: CB2015-458-SUMMARY SHEET.DOC, CB2015-458-COUNCIL

BILL.DOCX, CB 2015-458 SUPPLEMENTAL ITEM.PDF

4. COUNCIL BILL NO. 2015-460
AN ORDINANCE authorizing a Program Services Contract for WIC Local Agency Services, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive additional funds for various program enhancement services, for up to Three Thousand, Three Hundred Forty-Seven Dollars, no Cents, ($3,347.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents: CB2015-460-SUMMARY SHEET.PDF, CB2015-460-COUNCIL BILL.PDF, CB 2015-460 SUPPLEMENTAL ITEM.PDF

5. COUNCIL BILL NO. 2015-526
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties and Investments, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 31,700 square feet of land at 20th and Wisconsin; 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 2015-526 SUMMARY SHEET REAL ESTATE CONTRACT 20TH WISCONSIN.PDF, CB 2015-526 ORDINANCE REAL ESTATE CONTRACT 20TH WISCONSIN.PDF, 20TH WISCONSIN REAL ESTATE OPTION AGREEMENT.PDF

11. Ordinances - First Reading

1. Council Bill 2015-621
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Center for Priority Based Budgeting for the purpose of providing professional consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents: CB 2015-621 SUMMARY.PDF, CB 2015-621 COUNCIL BILL.PDF, CB 2015-621 SUPPLEMENTAL.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2015-620
AN ORDINANCE approving the applications of Historic Murphysburg's Preservation, Inc., for Murphysburg's Historic Home District Promotions; Carver Birthplace Association, for Carver Birthplace Promotions and 73rd Carver Day event, Wildcat Glades Conservation & Audubon Center, for Wildcat Glades Conservation & Audubon Center Promotions and Shoal Creek Water Festival & Wildcat Park Centennial; George A. Spiva Center for the Arts, for PhotoSpiva 2016, Active Lifestyle Events, for Joplin Memorial Marathon; Rufus Racing, LLC, for Summer Roundup Triathlon; Joplin Trails Coalition, for 2016 Cycling Events (Route 66 Tour and Maple Leaf Tour); Joplin History & Mineral Museum, for Joplin Founding Father's Day; Central Christian Center, for Joyful Hearts Conference; Joplin Disc Golf Club, for the 11th Annual Four States Open; 4-State Trucks/Chrome Shop Mafia, for Guilty By Association, Truck Show and Convoy,

and MSSU Alumni Association, for Missouri Southern 2016 Homecoming for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents: CB2015-620.PDF

13. **Unfinished Business**

14. **New Business**

    1. Declare Excess Surplus Property For The Annual Auction.
    2. APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS
    3. NEWS FROM THE PIO
    4. Formal Acceptance Of Mike Woolston's Resignation

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 MEETING
MINUTES September 8, 2015

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 Council Member Mr. Woolston.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Request from Tom Wade, 103 Windsor to address Council concerning the Golf Course, He is a member of the Joplin Golf Club. Tom Wade stated citizens are wanting better facilities at Schifferdecker. Mr. Wade asked the city to invest more into the golf course. It was asked if he thought the golfers would mind paying an additional fee of one or two dollars to their green fees? Mr. Wade stated if that money would go to the course for course maintenance and course repairs no I do not believe they would mind the additional fee increase. He asked the Council to remember Schifferdecker when you do the budget.

Request from Patrick O'Reilly, 115 Oliver Street, regarding the Police policy. Mr. O'Reilly was a no show.

Request from Misty Pietrzak, 1902 Missouri, regarding putting rails up around the drainage ditch in Ewert Park. Misty Pietrzak addressed Council with a concern for a memorial plaque for the recent loss of her uncle who lost his life near Ewert Park. Mayor passed his condolences to her and her family for her loss and asked staff to check into this and thanked her for coming.

Motion by Mr. Woolston, Second by Mr. Scearce to allow Mr. Feckco to address Council on black mold in the city jail. Mr. Andrew John Feckco, 524 S. Byers, address council on black mold in the

city jail stating he had noticed the mold after a recent time in the jail. He said he could take care of the situation being in the mold removal business and could help the city out.

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin.

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-265 - 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 C-3 property as described below and located 300 feet west of the northwest corner of Zora Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

David Boyd, 2915 Vermont, appeared in favor of this request.

No one was in opposition to this request

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2015-265. Motion by Mr. Scearce, Second by Ms. Colbert-Kean to Place Council Bill No. 2015-265 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0. The Bill was read as being **Council Bill No. 2015-265**

PUBLIC HEARING FOR RESOLUTION NO. 2015-015 - A RESOLUTION granting a Special Use Permit (First Request) to S and J Land Company for the operation of a parking lot located at 2815 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one appeared for or in opposition to the request.

The public hearing was closed.

Mr. Woolston introduced Resolution No. 2015-015. Motion by Mr. Woolston Second by Mr. Scearce to Approve Resolution No. 2015-015. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0.The Resolution was read as being **Resolution No. 2015-015**

PUBLIC HEARING for COUNCIL BILL NO. 2015-266- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3 property as described below and located at 711 South Rex Avenue in the City of Joplin, Jasper County, Missouri.
Jon Bolt, 216 S. Main, appeared in favor of this request.

Mayor Michael Seibert opened the Public Hearing

Jim Satlack appeared in opposition of this request.

Wes Barnes, appeared in opposition of this request.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2015-266. Motion by Mr. Stanley, Second by Mr. Woolston to Place Council Bill No. 2015-266 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0. The Bill was read as being **Council Bill No. 2015-266**

PUBLIC HEARING FOR RESOLUTION NO. 2015-016-A RESOLUTION granting a Special Use Permit (First Request) to Victory Ministries and Sports Complex for the operation of outdoor recreation and entertainment located at 3405 South Hammons Boulevard, in the City of Joplin, Newton County, Missouri.

Mayor Michael Seibert opened the Public Hearing

Jeff Frost, appeared in favor of this request

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2015-016. Motion by Mr. Scearce Second by Mr. Stanley to Approve Resolution No. 2015-016. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0.The Resolution was read as being **Resolution No. 2015-016**

PUBLIC HEARING FOR RESOLUTION NO. 2015-017-A RESOLUTION granting a Special Use Permit (First Request) to the Laverne Miller Trust for the operation of an open air market located at 1209 South Main Street, in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

Steve Harnes, 2117 Harlem appeared in favor of this item.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Scearce introduced Resolution No. 2015-017. Motion by Mr. Scearce Second by Mr. Stanley to Approve Resolution No. 2015-017. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0.The Resolution was read as being **Resolution No. 2015-017**

PUBLIC HEARING for COUNCIL BILL NO. 2015-267 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 185 feet north of the intersection of 23rd Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one was for or against the request

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2015-267. Motion by Mr. Stanley, Second by Dr. Rosenberg to Place Council Bill No. 2015-267 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0. The Bill was read as being **Council Bill No. 2015-267**

PUBLIC HEARING for COUNCIL BILL NO. 2015-268 -AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8125 East 26th Street in Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one was for or against the request

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2015-268. Motion by Mr. Glaze, Second by Ms. Colbert-Kean to Place Council Bill No. 2015-268 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0. The Bill was read as being **Council Bill No. 2015-268**

PUBLIC HEARING for COUNCIL BILL NO. 2015-269-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District R-3 and including in District C-1-PD property as described below and located 500 feet south of the intersection of 32nd Street and Oliver Avenue in the City of Joplin, Newton County, Missouri.

Mayor Michael Seibert opened the Public Hearing

No one was for or against the request

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2015-269. Motion by Mr. Glaze, Second by Mr. Stanley to Place Council Bill No. 2015-269 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. Nays: 0. Abstention: 0. The Bill was read as being **Council Bill No. 2015-269**

CONSENT AGENDA - Motion by Mr. Glaze, Second by, Ms. Colbert-Kean to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0.

Minutes of the July 20, 2015 Council Meeting

COUNCIL BILL NO. 2015-005-AN ORDINANCE amending Subsection (b) of Sec. 42-39 of Chapter 42, Courts, Article II., Municipal Court, for the purpose of making certain changes. **Ordinance No. 2015-126**

RESOLUTIONS

Ms. Colbert-Kean introduced Resolution No. 2015-014 - A Resolution authorizing the filing of a Fifth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin. Motion by Ms. Colbert-Kean Second by Mr. Scearce to Approve Resolution No. 2015-014. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Resolution was read as being **Resolution No. 2015-014**

ORDINANCES - EMERGENCIES

Mr. Shaw introduced Council Bill No. 2015-144 – an ordinance approving an agreement for Allgeier, Martin & Associates not to exceed Fifty Four Thousand and no/100 Dollars ($54,000.00) for Engineering Services Associated with the 2015 Street Resurfacing Project and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2015-144 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-127**

Mr. Woolston introduced Council Bill No. 2015-145 - an ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area PublicTransit System (MAPS), and containing an emergency clause. Motion by Mr. Woolston, Second by Mr. Stanley that Council Bill No. 2015-145 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-128**

Mr. Glaze introduced Council Bill No. 2015-146 - an ordinance approving an agreement for Olsson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project and containing an emergency clause. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2015-146 be

approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-129**

Mr. Shaw introduced Council Bill No. 2015-147 - an ordinance approving an agreement for JET Associates not to exceed Two Million and no/100 Dollars ($2,000,000.00) for Engineering Services Associated with the Main Street Improvements from 15th St. to 32nd Street Project and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Scearce that Council Bill No. 2015-147 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-130**

Mr. Stanley introduced Council Bill No. 2015-148 - an ordinance approving an agreement for JET Associates not to exceed Eight Hundred Ninety Nine Thousand and no/100 Dollars ($899,000.00) for Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-148 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-131**

Mr. Glaze introduced Council Bill No. 2015-149 - an ordinance approving an agreement for Anderson Engineering Inc. not to exceed One Million Fifty Thousand and no/100 Dollars ($1,050,000) for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Project and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Stanley that Council Bill No. 2015-149 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-132**

Mrs. Lewis introduced Council Bill No. 2015-150 - an ordinance approving an agreement with Allgeier, Martin & Associates not to exceed Three Hundred Eighty Seven Thousand and no/100 Dollars ($387,000.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 4th & School and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Woolston that Council Bill No. 2015-150 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-133**

Mr. Woolston introduced Council Bill No. 2015-151 - an ordinance approving an agreement with Allgeier, Martin & Associates not to exceed Two Hundred Forty Eight Thousand and no/100 Dollars ($248,000.00) for Engineering Services Associated with the Sanitary Sewer System Repair Projects and containing an emergency clause. Motion by Mr. Woolston, Second by Mrs. Lewis that Council Bill No. 2015-151 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-134**

Mr. Woolston introduced Council Bill No. 2015-152 - an ordinance approving an agreement with Allgeier, Martin & Associates not to exceed Seventy Three Thousand Five Hundred and no/100 Dollars ($73,500.00) for Engineering Services Associated with the NID III Sanitary Sewer Replacement Projects and containing an emergency clause. Motion by Mr. Woolston, Second by Mrs. Lewis that Council Bill No. 2015-152 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-135**

Mr. Woolston introduced Council Bill No. 2015-153 - an ordinance approving an agreement with Allgeier, Martin & Associates not to exceed Forty Nine Thousand Five Hundred and no/100 Dollars ($49,500.00) for Engineering Services Associated with the I-44 & Hwy 43 Sanitary Sewer Extension Project and containing an emergency clause. Motion by Mr. Woolston, Second by Mrs. Lewis that Council Bill No. 2015-153 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-136**

Mr. Stanley introduced Council Bill No. 2015-154 - an ordinance approving an agreement with Olsson Associates not to exceed Ninety Five Thousand Seven Hundred Sixty One and no/100 Dollars ($95,761.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 8th Street & Patterson Avenue and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-154 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-137**

Mr. Shaw introduced Council Bill No. 2015-365 - an ordinance approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 801 W. C St. in the City of Joplin, Missouri, for the amount of Two Thousand Eight Hundred Ninety Nine and 00/100 Dollar (2,899.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2015-365 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-138**

Mr. Shaw introduced Council Bill No. 2015-366 - an ordinance approving by and between the City of Joplin and Sapp Design Associates of an amendment to a Design Agreement. The amendment is not to exceed amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for Level 2 Info-Tech and Low Voltage Systems services for the Economic Development Administration funded Library Project and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-366 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-139**

Mr. Scearce introduced Council Bill No. 2015-368- an ordinance approving an Amendment to Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause. Motion by Mr. Scearce, Second by Mrs. Lewis that Council Bill No. 2015-368 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-140**

Mrs. Lewis introduced Council Bill No. 2015-369 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2014 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. Glaze that Council Bill No. 2015-369 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-141**

ORDINANCES – FIRST READING

Mr. Glaze introduced Council Bill No. 2015-620 - an ordinance approving the applications of Historic Murphysburg's Preservation, Inc., for Murphysburg's Historic Home District Promotions; Carver Birthplace Association, for Carver Birthplace Promotions and 73rd Carver Day event, Wildcat Glades Conservation & Audubon Center, for Wildcat Glades Conservation & Audubon Center Promotions and Shoal Creek Water Festival & Wildcat Park Centennial; George A. Spiva Center for the Arts, for PhotoSpiva 2016, Active Lifestyle Events, for Joplin Memorial Marathon; Rufus Racing, LLC, for Summer Roundup Triathlon; Joplin Trails Coalition, for 2016 Cycling Events (Route 66 Tour and Maple Leaf Tour); Joplin History & Mineral Museum, for Joplin Founding Father's Day; Central Christian Center, for Joyful Hearts Conference; Joplin Disc Golf Club, for the 11th Annual Four States Open; 4-State Trucks/Chrome Shop Mafia, for Guilty By Association, Truck Show and Convoy, and MSSU Alumni Association, for Missouri Southern 2016 Homecoming for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2015-620 be Passed on First Reading and Advanced to Second and Third. Voting in favor were Council Members: Glaze, Lewis, Rosenberg, Seibert, Stanley and Woolston. 6. Nays: 1, Scearce. Abstention: 2, Colbert-Kean, Shaw.

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced Council Bill No. 2015-517 - an ordinance approving the South Main Street Tax Increment Financing Plan, establishing a redevelopment area, designating RKS Development, LLC, as the developer of the Redevelopment Projects, approving a Tax Increment Financing Contract, and authorizing the City Manager to execute the Contract. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-517 be Passed on Second Reading and Advanced to Third Reading and Passed. Voting in favor were Council Members: Glaze, Lewis, Seibert, Shaw and Stanley 5. Nays: 3, Colbert-Kean, Rosenberg, Scearce. Absent: 0. Abstention: 1, Woolston. **Ordinance No. 2015-142**

Mr. Stanley introduced Council Bill No. 2015-524 - an ordinance approving a Petition to Establish the South Main Street Community Improvement District, creating the South Main Street Community Improvement District, approving a Cooperative Agreement among the City of Joplin, Missouri, the South Main Street Community Improvement District, and RKS Development, LLC and authorizing the City Manager to execute the Agreement. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-524 be Passed on Second Reading and Advanced to Third Reading and Passed. Voting in favor were Council Members: Glaze, Lewis, Scearce, Seibert, Shaw and Stanley. 6. Nays: 2, Colbert-Kean, Rosenberg. Absent: 0. Abstention: 1. Woolston. **Ordinance No. 2015-143**

NEW BUSINESS: News from the PIO
Saturday, September 12, 2012 is the ground breaking for the new Library Project at 20th and Connecticut at 11:00 am with many activities planned.

Patrick Tuttle, Director of Convention and Visitors Bureau listed the upcoming events slated for September here in Joplin with the Humane Society having the Big Red Shoe. On the 18th & 19th Town and Country Quilts and the Art show, Also the 19th & 20th the Alpha Air Fest, the 25th & 26th Guilty by Association truckers will be in town, Disc Golf at McClelland and on the 27th Great Day of Service.

There being no further business the meeting adjourned at 8:45p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-265
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: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 020-15: 300 feet west of the Northwest Corner of Zora Street and Range Line Road – A request to rezone from C-1 (Neighborhood Commercial District) to C-3 (Commercial District) for future commercial development – Boyd Enterprises.

STAFF SUMMARY:
The owner of this property would like it to be conforming to their adjacent property which is currently a Casey's gas/convenience store. This would allow the land to be marketed at a higher traffic intensity for a wider range of uses.

Staff recommends approval of Case 020-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Boyd requested the rezoning of the property in Case 020-15 for future commercial development to make it more marketable.

Mr. Cortez asked Mr. Boyd if he has any construction plans at this time, and he replied no.

PUBLIC COMMENT:
None.

P & Z Case 020-15
Boyd Enterprises
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-265 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-1 and including in District C-3 property as described below and located 300 feet west of the northwest corner of Zora Street and Range Line Road 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-1 and including same in District C-3:

A TRACT OF LAND FIVE (5) ACRES IN A SQUARE IN THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25, TOWNSHIP 28, RANGE 33, BEING PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ALL THAT PART OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI DESCRIBED AS BEGINNING AT A POINT 50.40 FEET WEST AND 70.0 FEET NORTH 00°36' EAST FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25, THENCE SOUTH 53°23' WEST, 39.82 FEET TO A POINT 83.40 FEET WEST AND 45.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 25, THENCE NORTH 87°46' WEST PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4), 67.0 FEET; THENCE SOUTH 73°48' WEST, 79.06 FEET TO A POINT 20.0 FEET NORTH OF AND 225.40 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER. (SE/4) OF THE SOUTHEAST QUARTER (SE/4), THENCE NORTH 87°46' WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4), 192.16 FEET, THENCE NORTH 02°14' EAST, 20.0 FEET, THENCE NORTH 87°06'27" EAST, 74.91 FEET, THENCE NORTH 73°06'07" EAST, 280.35 FEET, THENCE NORTH 38°08'15" EAST, 38.88 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROUTE 71, THENCE SOUTH 00°36' WEST 100.14 FEET TO THE POINT OF BEGINNING, AND EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 396.69 FEET TO THE POINT OF BEGINNING, THENCE NORTH 70 FEET, THENCE WEST 115 FEET, THENCE SOUTH 70 FEET,

THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 326.69 FEET TO THE POINT OF BEGINNING, THENCE NORTH 70 FEET, THENCE WEST 115 FEET, THENCE SOUTH 70 FEET, THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 256.69 FEET TO THE POINT OF BEGINNING, THENCE NORTH 70 FEET, THENCE WEST 115 FEET, THENCE SOUTH 70 FEET, THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 186.69 FEET TO THE POINT OF BEGINNING, THENCE NORTH 70 FEET, THENCE WEST 115 FEET, THENCE SOUTH 70 FEET, THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 116.69 FEET TO THE POINT OF BEGINNING, THENCE NORTH 70 FEET, THENCE WEST 115 FEET, THENCE SOUTH 70 FEET, THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT COMMENCING AT A POINT 423.69 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 40.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 76.69 FEET, THENCE WEST 115 FEET, THENCE SOUTH 76.69 FEET, THENCE EAST 115 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPLE MERIDIAN, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, NORTH 87°39'56" WEST A DISTANCE OF 423.69 FEET; THENCE LEAVING SAID SOUTH LINE OF SAID SECTION 25 NORTH 02°09'44" EAST A DISTANCE OF 39.33 FEET TO AN EXISTING ½" REBAR CAPPED PLS NO. 1960; THENCE NORTH 02°09'44" EAST A DISTANCE OF 0.67 FEET TO A SET 5/8" REBAR CAPPED COA2011029473, SAID POINT BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF EAST ZORA STREET AS IT NOW EXISTS; THENCE ALONG SAID NORTHERN RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 87°28'17" EAST A DISTANCE OF 6.20 FEET TO AN EXISTING ½" REBAR; THENCE NORTH 87°13'55" EAST A DISTANCE OF 74.90 FEET TO AN EXISTING ½" REBAR; THENCE NORTH 73°12'29" EAST A DISTANCE OF 58.54 FEET TO THE POINT OF BEGINNING 1, SAID POINT BEING MARKED BY A SET 5/8" REBAR CAPPED COA2011029473; THENCE LEAVING SAID NORTHERN RIGHT-OF-WAY LINE ALONG THE WEST BOUNDARY LINE OF TRACT 1 NORTH 00°43'17" EAST A DISTANCE OF 248.65 FEET5 TO A SET 5/8" REBAR CAPPED COA2011029473; THENCE LEAVING SAID WEST

BOUNDARY LINE ALONG THE NORTH BOUNDARY LINE OF SAID TRACT 1 SOUTH 89°27'34" EAST A DISTANCE OF 235.16 FEET TO A SET 5/8" REBAR CAPPED COA2011029473, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH RANGELINE ROAD (HIGHWAY 49) AS CURRENTLY EXISTS; THENCE LEAVING SAID NORTH BOUNDARY LINE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°43'17" WEST A DISTANCE OF 151.85 FEET TO AN EXISTING "X" IN CONCRETE, SAID "X" MARKING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF EAST ZORA STREET AS IT CURRENTLY EXISTS; THENCE SOUTH 38°16'28" WEST A DISTANCE OF 38.86 FEET TO AN EXISTING ½" REBAR IN ASPHALT; THENCE ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF EAST ZORA STREET SOUTH 73°12'29" WEST A DISTANCE OF 221.75 FEET TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, 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: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

CASE 020-15: A request to rezone from C-1 (Neighborhood Commercial District) to C-3 (Commercial District) for future commercial development.

LOCATION: 300 feet west of the Northwest Corner of Zora Street and Rangeline Road

APPLICANT: Boyd Enterprises

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial District)	Undeveloped	1.97 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3 PD	C-3	C-1	R-2
Land Use	Joplin Urgent Care	Casey's	Southwest Missouri Bank	Duplexes

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Zora	Secondary	60'
Rangeline	Arterial	100'

UTILITIES: The property has utility connections.

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

Boyd Enterprises wishes to alter the zoning at this site so that it can accommodate a more traffic-intensive use; C-1 is a lighter commercial designation not meant for uses with heavy traffic flow or intensity.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

The owner of this property would like it to be conforming to their adjacent property which is currently a Casey's gas/convenient store. This would allow the land to be marketed at a higher traffic intensity for a wider range of uses.

Staff recommends approval of Case 020-15.

ENCLOSURES:

Map.

RECEIVED
6-26-15

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 020-15
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date: 8-11-15
City Council Date:

APPLICANT: David Boyd PHONE: 417-396-8573
ADDRESS: 2915 Clermont ZIP: 64804
EMAIL: N/A
OWNER: Boyd Enterprises PHONE: 417-396-8593
ADDRESS: P.O. Box 1068, Kirksville, MO ZIP: 63501
EMAIL:
LOCATION OF PROPERTY: NW Corner of Zora & Rangeline
LEGAL DESCRIPTION: See attached

Present Zoning C1 Requested Zoning: C3 Acreage:
Present Use of Property: Undeveloped
Proposed Use of Property: Future commercial development

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CoxHealth Urgent care	C3-PD
South	Bank	C1
East	Commercial	Webb City
West	Duplex/townhomes	

CHARACTER OF THE NEIGHBORHOOD: Range line commercial corridor

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Would like to accomodate uses w/ heavier traffic.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes.
2. Consistent with Future Land Use Map? yes.

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 effect 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:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations N/A

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Rangeline & Zora
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local ✓
3. Right-of-Way Width: 100 ft, 60 ft
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: None.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Donald R. Boyd DATE: 5/26/15

BY: _____

TITLE: President



Case 020-15: Northwest Corner of Zora Street and Rangeline Road – A request to rezone from C-1 (Neighborhood Commercial District) to C-3 (Commercial District) for future commercial development – Boyd Enterprises.

N

Case 020-15: 300 feet west of the Northwest Corner of Zora Street and Range Line Road – A request to rezone from C-1 (Neighborhood Commercial District) to C-3 (Commercial District) for future commercial development – Boyd Enterprises.

Mr. Eastman opened the public hearing for Case 020-15.

Mr. David Boyd, 2915 Vermont Avenue, Joplin, appeared to request the rezoning of the property in Case 020-15 for future commercial development to make it more marketable.

Mr. Cortez asked Mr. Boyd if he has any construction plans at this time, and he replied no.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 020-15.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 020-15 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. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-266
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: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 022-15: 711 South Rex Avenue – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for the operation of an equipment rental facility – The Rental Store.

STAFF SUMMARY:
This parcel is currently undeveloped and wooded. There is one residential dwelling adjacent to the proposed Rental Store property on Lot 26, as well as many duplexes nearby. The Seventh Street corridor, however, is largely commercial and industrial. The Rental Store has went through the pre-development process with City Staff in designing their proposed facility to comply with City Code.

Staff recommends approval of Case 022-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Bolte, Small Arrow Engineering, represented the owner, Steve Jeffries. Mr. Bolte has developed a site plan to allow Mr. Jeffries to relocate his business further east on Seventh Street. An 80-foot by 120-foot building is planned, with the existing access from Seventh Street being used. The existing access from Rex Avenue will also be improved for public access in and out of the facility.

A drainage way parallels this property along the east side, with drainage into the neighborhood to the south. Some clearing has been done to establish the grades and basically re-expose the drainage culverts under Seventh Street. The developer is staying out of the mapped waterway to allow for the drainage to continue to flow right through the property unimpeded. The development will have its own detention basin in the rear of the property, so all impervious and roof water will be collected and routed to that basin and then released into the waterway.

A screened fence will be erected along the west side of the property adjacent to Rex Avenue. The fencing will continue along the southern portion and along the back side of the basin. Duplexes exist to the south, with single-family homes to the west. Commercial zoning exists to the north and the east.

Mr. Eastman asked Mr. Bolander about neighborhood complaints. Ms. Cunningham hasn't received any complaints but noted concerns about storm water drainage in the area. The City staff has been working with owners in the area to establish a plan for improving the drainage.

Ms. Cunningham received a concern about the location of the driveway on the west side, with traffic increasing on Rex Avenue, and the driveway being across the street from residential properties.

Mr. Bolte is placing the entrance fairly close to Seventh Street, with the minimum setback from Seventh Street. The entrance is basically off-set from the residences directly across the street to avoid conflicts. This is primarily a secondary access for the business, with the primary access being off Seventh Street.

Mr. Bolte stated the loading ramp is on the east side of the building, with all deliveries entering the property from Seventh Street. He does not anticipate a tremendous amount of traffic.

Mr. Cortez asked about westbound traffic being backed up on Seventh Street due to turning movements onto Rex Avenue to enter the facility, with the traffic flow on Rex impeding their access into the property. Mr. Bolte did not anticipate a large amount of traffic entering the business that way since Rex has a very steep grade. The driveway from Seventh Street will have a much flatter slope. Most of Mr. Jeffries' customers have pickups and are pulling trailers and will want a nice smooth access to the business.

Mr. Bolte is not trying to increase the current traffic flow on Rex Avenue and is encouraging the use of the main driveway from Seventh Street.

Mr. Bolte stated the fencing is not only for screening, but for security for the business. The business will be closed off by fencing and gates during night-time hours.

PUBLIC COMMENT:
Comments were received from the following:

Barbara Cox, owner of property 708 and 710 Rex Avenue, Joplin
Russ Leinmiller, 819 Rex Avenue, Joplin

They were not opposed to the rezoning request but expressed concerns about fencing between commercial and residential properties, sanitary sewer issues, drainage issues, and increased traffic on Rex Avenue. Mr. Bolte showed Mr. Leinmiller the sanitary sewer line location and the proposed dry detention water quality basin.

P & Z Case 022-15
The Rental Store
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-266 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 R-2 and including in District C-3 property as described below and located at 711 South Rex Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-2 and including same in District C-3:

ALL OF LOTS NUMBERED 25 THROUGH 27 AND ALL OF LOTS NUMBERED 45 THROUGH 48 OF OAK RIDGE SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MO, TOGETHER WITH THE WEST HALF OF VACATED WAGGONER AVENUE LYING ADJACENT TO LOTS 45 THROUGH 48.

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 _____, 2015, 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: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

CASE 022-15: A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for future commercial development.

LOCATION: 711 S Rex Ave

APPLICANT: The Rental Store

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-2 Two-Family Residential	Undeveloped	3.16 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	M-2 PD	R-2	R-2
Land Use	Battery Outfitters	Joplin Boat and Mini Storage	Duplexes	Duplexes

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
7th Street	Arterial	90'
Rex Ave	Collector	40'

UTILITIES: The property has utility connections.

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

No commercial development is allowed under the current zoning designation. In order to operate an equipment rental store, the property has to be rezoned to C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This parcel is currently undeveloped and wooded. There is one residential dwelling adjacent to the proposed Rental Store property on Lot 26, as well as many duplexes nearby. The 7th street corridor, however, is largely commercial and industrial. The Rental Store has went through the pre-development process with City Staff in designing their proposed facility to comply with City Code.

Staff recommends approval of Case 022-15.

ENCLOSURES:

Map, Site Plan, Floor Plan

REZONING APPLICATION FORM

RECEIVED 7-6-15

Return Form to:

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

For Office Use Only

Case No.: 02215
Filing Fee: $ 350.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 8-11-15

APPLICANT The Rental Store PHONE: (417) 781-1900
ADDRESS: 1405 E. 7th Street Joplin, MO ZIP: 64801
OWNER: Jared B. and Meghan Jeffries PHONE: (417) 317-5652
ADDRESS: 1405 E. 7th Street Joplin, MO ZIP: 64801
LOCATION OF PROPERTY: 711 S. Rex Ave. (E. 7th and Rex)
LEGAL DESCRIPTION: All of Lots Numbered 25 through 27 and all of Lots Numbered 45 through 48 of Oak Ridge Subdivision in the City of Joplin, Jasper County, MO, together with the West Half of vacated Waggoner Ave. lying adjacent to Lots 45 through 48.
Present Zoning: R-2 Requested Zoning: C-3 Acreage: 3.16 acres
Present Use of Property: Single Family Residence (Rental)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial (E. 7th Street)	C-3
South	Single and Multi-Family	R-2
East	Self-Storage / Car and Boat Sales	M2-PD
West	Single Family	R-2

CHARACTER OF THE NEIGHBORHOOD: This is an older residential area in East Joplin that borders Village of Duquesne. The parcels along E. 7th Street (Hwy 66) have transitioned in use over the years to Commercial. The area to the south has redeveloped into Duplex Housing.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No: C3 zoning already is in place along the north side of E. 7th Street
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: The parcel will be used for a new commercial business. The existing single family dwelling is to be demolished for this project.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

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 effect 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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: E. 7th Street (Hwy 66) and Rex Avenue
2. Classification of Street(s):
   Arterial: E. 7th Street Collector Local: Rex Ave.
3. Right-of-Way Width: E. 7th Street (90' to 110') / Rex Ave. (40')
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No; the entrance along E. 7th Street has access from existing Two-Way Center Turn Lane

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? Yes (new sanitary sewer easement)
   Water? No
5. Additional Comments: An existing 8" gravity sewer will be relocated to the east side of the parcel to clear space for construction of the new Rental Store facility. A new 20' wide utility easement will be provided to the City for this relocated alignment.

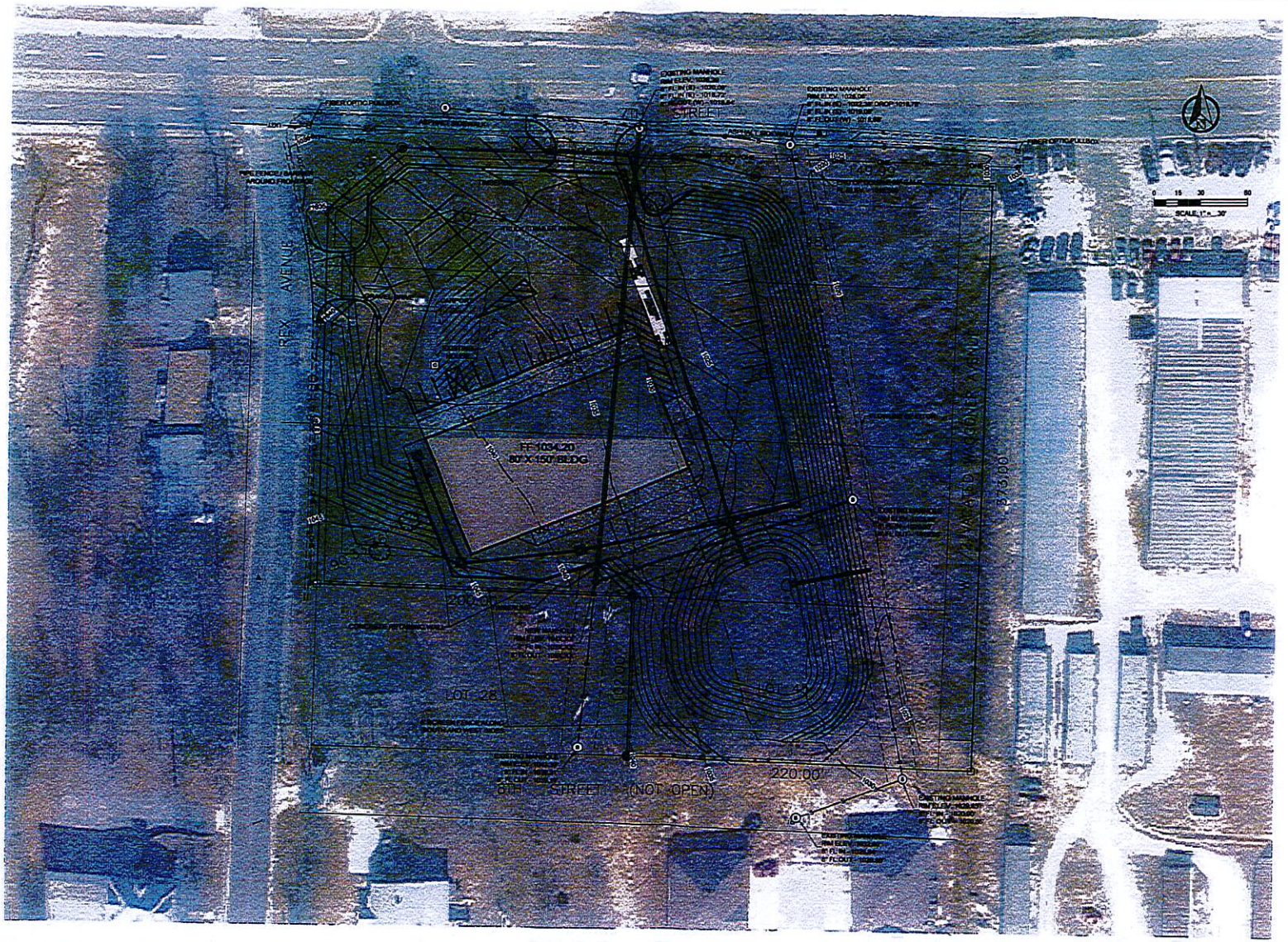
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The existing parcel is wooded and vacant except for one small dwelling on Lot 26. The Rental Store facility will provide the highest and best use of this property along the E. 7th Street commercial corridor. E. 7th Street already has a 5 lane section to manage traffic flow and turning movements. This new location for the Rental Store will allow them to expand their inventory and generate additional sales tax revenues for the City of Joplin.

SIGNATURE: Meghan Jeffries DATE: 7/6/15

BY: Jared Jeffries / Meghan Jeffries

TITLE: owners

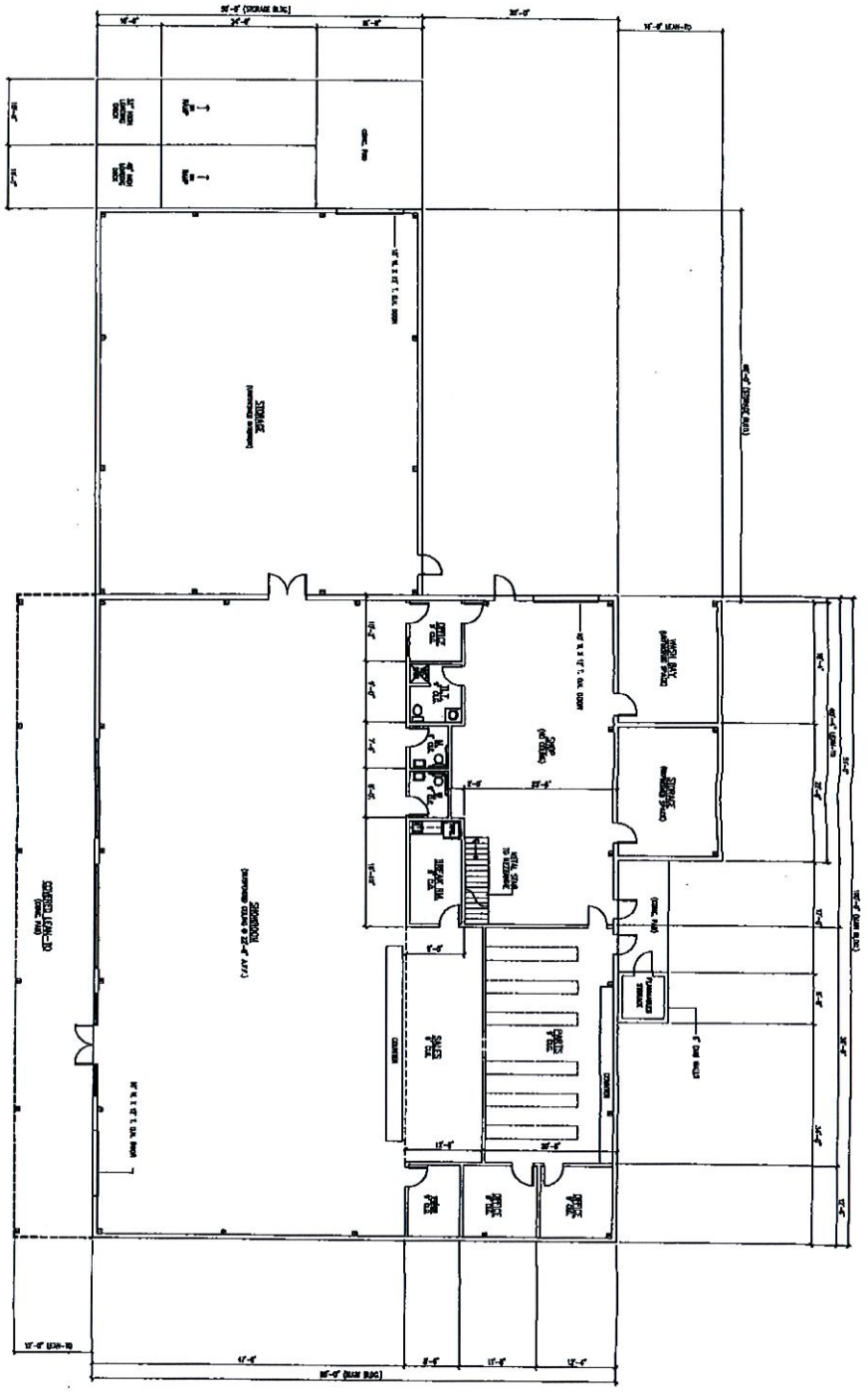


SMALL ARROW ENGINEERING, LLC

THE RENTAL STORE
JARED & MEGHAN JEFFRIES
711 REX AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
PRELIMINARY SITE PLAN

NOT FOR CONSTRUCTION

CASE 022-15



FLOOR PLAN
SCALE: 1/8"=1'-0"

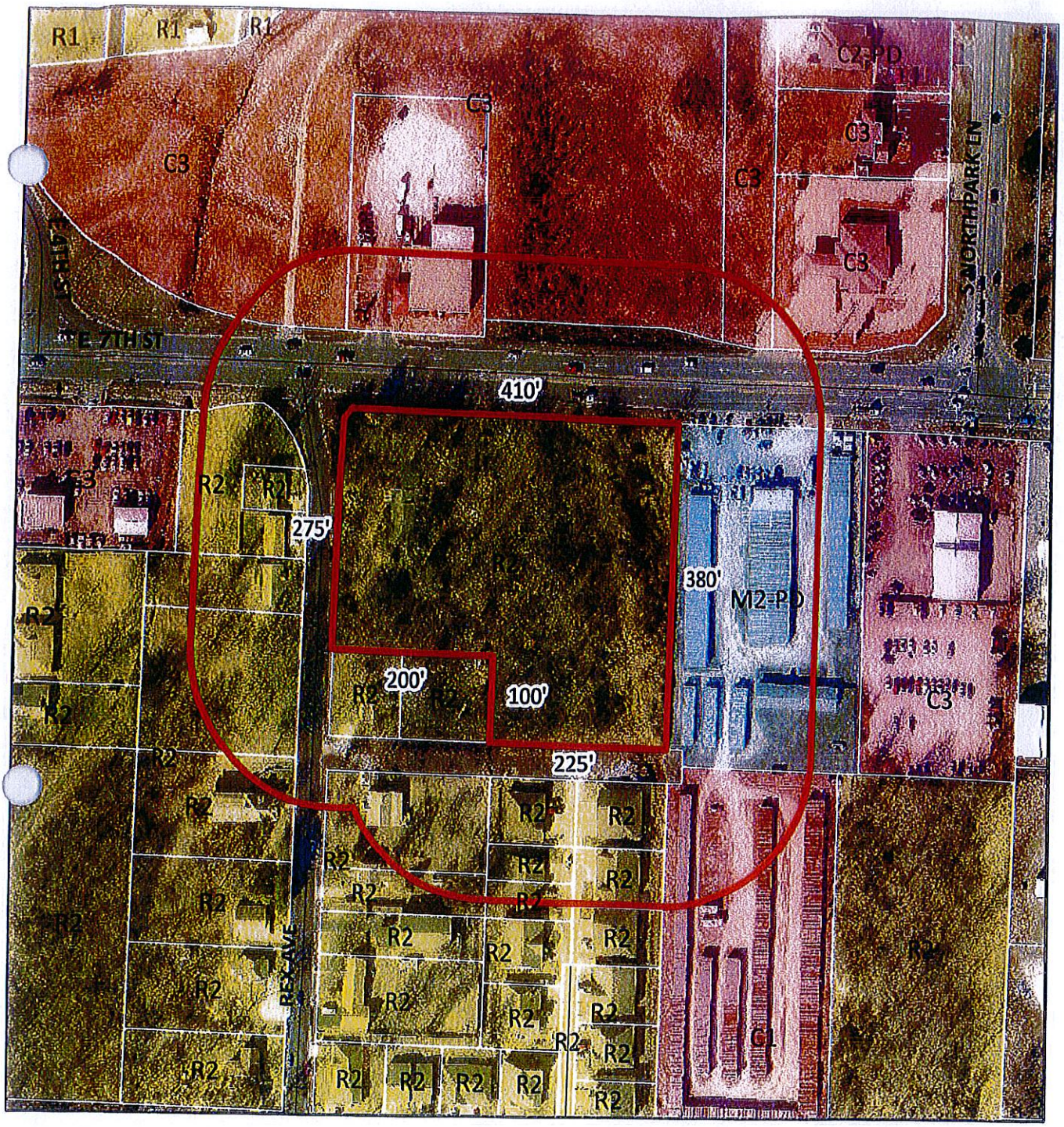
CASE 032-15

A1	FLOOR PLAN	DATE: MAY 2015

A New Sales & Service Facility For
The Rental Store of Joplin, L.L.C.
Joplin, Missouri

Design Professionals Group
Ed Clemons Jr.

Design Unlimited
& Associates



Case 022-15: 1405 E 7th Street – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for the operation of an equipment rental facility – The Rental Store.

N

Case 022-15: 711 South Rex Avenue – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for the operation of an equipment rental facility – The Rental Store.

Mr. Eastman opened the public hearing for Case 022-15.

Mr. John Bolte, Small Arrow Engineering, 216 South Main Street, Joplin, appeared representing the owner, Steve Jeffries. Mr. Bolte has developed a site plan to allow Mr. Jeffries to relocate his business further east on Seventh Street. An 80-foot by 120-foot building is planned, with the existing access from Seventh Street being used. The existing access from Rex Avenue will also be improved for public access in and out of the facility.

A drainage way parallels this property along the east side, with drainage into the neighborhood to the south. Some clearing has been done to establish the grades and basically re-expose the drainage culverts under Seventh Street. The developer is staying out of the mapped waterway to allow for the drainage to continue to flow right through the property unimpeded. The development will have its own detention basin in the rear of the property, so all impervious and roof water will be collected and routed to that basin and then released into the waterway.

A screened fence will be erected along the west side of the property adjacent to Rex Avenue. The fencing will continue along the southern portion and along the back side of the basin. Duplexes exist to the south, with single-family homes to the west. Commercial zoning exists to the north and the east.

Mr. Eastman asked Mr. Bolander about neighborhood complaints. Ms. Cunningham hasn't received any complaints but noted concerns about storm water drainage in the area. The City staff has been working with owners in the area to establish a plan for improving the drainage.

Ms. Cunningham received a concern about the location of the driveway on the west side, with traffic increasing on Rex Avenue, and the driveway being across the street from residential properties.

Mr. Bolte is placing the entrance fairly close to Seventh Street, with the minimum setback from Seventh Street. The entrance is basically off-set from the residences directly across the street to avoid conflicts. This is primarily a secondary access for the business, with the primary access being off Seventh Street.

Mr. Bolte stated the loading ramp is on the east side of the building, with all deliveries entering the property from Seventh Street. He does not anticipate a tremendous amount of traffic.

Mr. Cortez asked about westbound traffic being backed up on Seventh Street due to turning movements onto Rex Avenue to enter the facility, with the traffic flow on Rex impeding their access into the property. Mr. Bolte did not anticipate a large amount of traffic entering the business that way since Rex has a very steep grade. The driveway from Seventh Street will have a much flatter slope. Most of Mr. Jeffries' customers have pickups and are pulling trailers and will want a nice smooth access to the business.

Mr. Bolte is not trying to increase the current traffic flow on Rex Avenue and is encouraging the use of the main driveway from Seventh Street.

Mr. Eastman asked for comments from the audience.

Ms. Barbara Cox, owner of properties at 708 and 710 Rex Avenue, Joplin, stated she is not in opposition to the request but asked about the type of fencing. She expressed concern about noise and asked about fencing that was more attractive for the neighbors. She also discussed the increasing traffic on Rex.

Mr. Bolte stated screened fencing will be erected along the east side of Rex Avenue. The City requires a six-foot privacy fence to screen commercial properties from adjoining residential areas. Several trees in this area will remain to provide a green space so residents don't see the business.

Mr. Russ Leinmiller, 819 Rex Avenue, Joplin, stated he is not opposed to the request but asked about the sewer line in this area. The sewer line extends back north, and he stated some businesses are placing drainage underneath the parking lots and the buildings besides the pond. He expressed concern about mosquitoes.

Mr. Leinmiller's property is at the top of the hill on Rex Avenue. He stated the traffic on Rex flows pretty decent, but northbound traffic is backed up to his driveway around Thanksgiving.

Mr. Bolander asked Mr. Leinmiller about the sewer issue. He replied during the 1980's, McKee Construction constructed the sewer line, with the line dropping towards Seventh Street onto the property in this request.

Mr. Bolte showed Mr. Leinmiller the location of the sanitary sewer line through the property, so the line will be intercepted as soon as it crosses the property line, with a new segment being laid to tie into the existing manhole. The line will be re-routed but will end up back in the same spot.

Mr. Bolte showed Mr. Leinmiller the proposed dry detention water quality basin, with no standing water.

Mr. Leinmiller asked how far below ground level the sewer line will be. Mr. Bolte showed him the plans and stated the retaining wall will vary in height along the south side and along the west side to save the trees. The wall will run from four feet to about 12 feet high. Fencing will be erected along the retaining wall for safety reasons.

Mr. Leinmiller stated that Ron Thomas did not erect privacy fencing when he constructed his duplex development. Mr. Leinmiller erected fencing along his east property line at his own expense. Mr. Bolte stated privacy fencing is a standard item on what he is proposing.

Mr. Bolander stated privacy fencing is required between commercial and residential areas, but not necessarily between duplexes and single-family residential development. He wasn't involved with that project but stated if it was a planned development with Mr. Thomas showing a fence on the plans, the fencing probably should have been erected. The zoning code does not require fencing between duplexes and single-family homes.

Mr. Eastman asked if an occupancy permit will not be allowed if the fencing is not erected, and Mr. Bolander will check into that. The zoning code requires fencing between commercial and residential properties. An occupancy permit will not be issued until the fencing is complete.

Mr. Bolte stated the fencing is not only for screening, but for security for the business. The business will be closed off by fencing and gates during night-time hours.

Mr. Leinmiller asked about the widths of the entrances on Seventh Street and on Rex Avenue, and Mr. Bolte replied 30 feet on Rex and 36 feet on Seventh. The Seventh Street entrance will allow for two lanes of traffic.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 022-15.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 022-15 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. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-267
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: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 025-15: 185 feet north of the intersection of 23rd Street and Maiden Lane – A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District) – City of Joplin.

STAFF SUMMARY:
This billboard has been displaced by the City of Joplin's Maiden Lane widening project. The City is relocating the billboard and granting a billboard easement on City property rather than buying out the lease. Lamar Advertising and their associates have met with appropriate City staff before drafting the easement language and constructing the new billboard.

Staff recommends approval of Case 025-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander stated that because of the Maiden Lane widening project, a billboard needed to be relocated. He is investigating the relocation to this piece of City-owned property to be in compliance with the City's sign code. This property must be zoned commercial. The commercial zoning meets the requirements of the Comprehensive Plan, which recommends a commercial designation at this location. Staff recommends approval of this request.

Mr. Eastman asked if the billboard will be erected on the north side or the south side of the property, or if it will be centered on the property. Mr. Bolander stated it would be located close to the south property line.

Mr. Eastman asked if this will be declared as excess property, and Mr. Bolander replied that the area containing the billboard will be leased. The property will probably be declared excess in the future. It is the former location of the fire station that was destroyed in the tornado.

PUBLIC COMMENT:
None.

P & Z Case 025-15
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-267 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 185 feet north of the intersection of 23rd Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

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

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

ALL OF LOTS NUMBERED SIXTY-SEVEN (67) AND SIXTY-EIGHT (68) IN LUDWIG'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; AND ALL THAT PART OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 67 AND 68 IN LUDWIG'S FIRST ADDITION IN 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 _____, 2015, 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: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

CASE 025-15: A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District).

LOCATION: 500 feet south of the intersection of 22nd and Maiden Lane

APPLICANT: City of Joplin

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-Family Residential	Undeveloped	4 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	R-1	C-1	R-3
Land Use	Feerick's	Residential	Dentist Office	Undeveloped

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Maiden Lane	Arterial	80'

UTILITIES: The property has utility connections.

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

Billboards are not permitted in residential zoning designations.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This billboard has been displaced by the City of Joplin's Malden Lane widening project. The City is relocating the billboard and granting a billboard easement on City property rather than buying out the lease. Lamar Advertising and their associates have met with appropriate City staff before drafting the easement language and constructing the new billboard.

Staff recommends approval of Case 025-15.

ENCLOSURES:

Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 025-15
Filing Fee: $ 350.00
Date Advertised: 6-26-15
Date Notices Sent 6-23-15
Public Hearing Date: 8-10-15

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S Main, Joplin, MO 64801 ZIP: 64801
OWNER: City of Joplin PHONE: 417-624-0820
ADDRESS: 2206 Maiden Lane ZIP: 64804
LOCATION OF PROPERTY: 23rd and Maiden Lane
LEGAL DESCRIPTION: ALL OF LOTS NUMBERED SIXTY-SEVEN (67) AND SIXTY-EIGHT (68) IN LUDWIG'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; AND ALL THAT PART OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 67 AND 68 IN LUDWIG'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI
Present Zoning R-1 Requested Zoning: C-3 Acreage:
Present Use of Property: Undeveloped

SURROUNDING LAND USE AND ZONING:

	Zoning	Land Use
North	C-3	Commercial
South	C-1	Commercial
East	R-1	Residential
West	R-3	Undeveloped

CHARACTER OF THE NEIGHBORHOOD: The Maiden Lane corridor is mostly commercial with some residential throughout.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: This billboard is being moved due to the Maiden Lane widening project and this parcel must be rezoned for commercial according to the City of Joplin zoning code in order to allow billboards.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

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 effect 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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Maiden Lane
2. Classification of Street(s):
   Arterial X Collector Local
3. Right-of-Way Width: 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

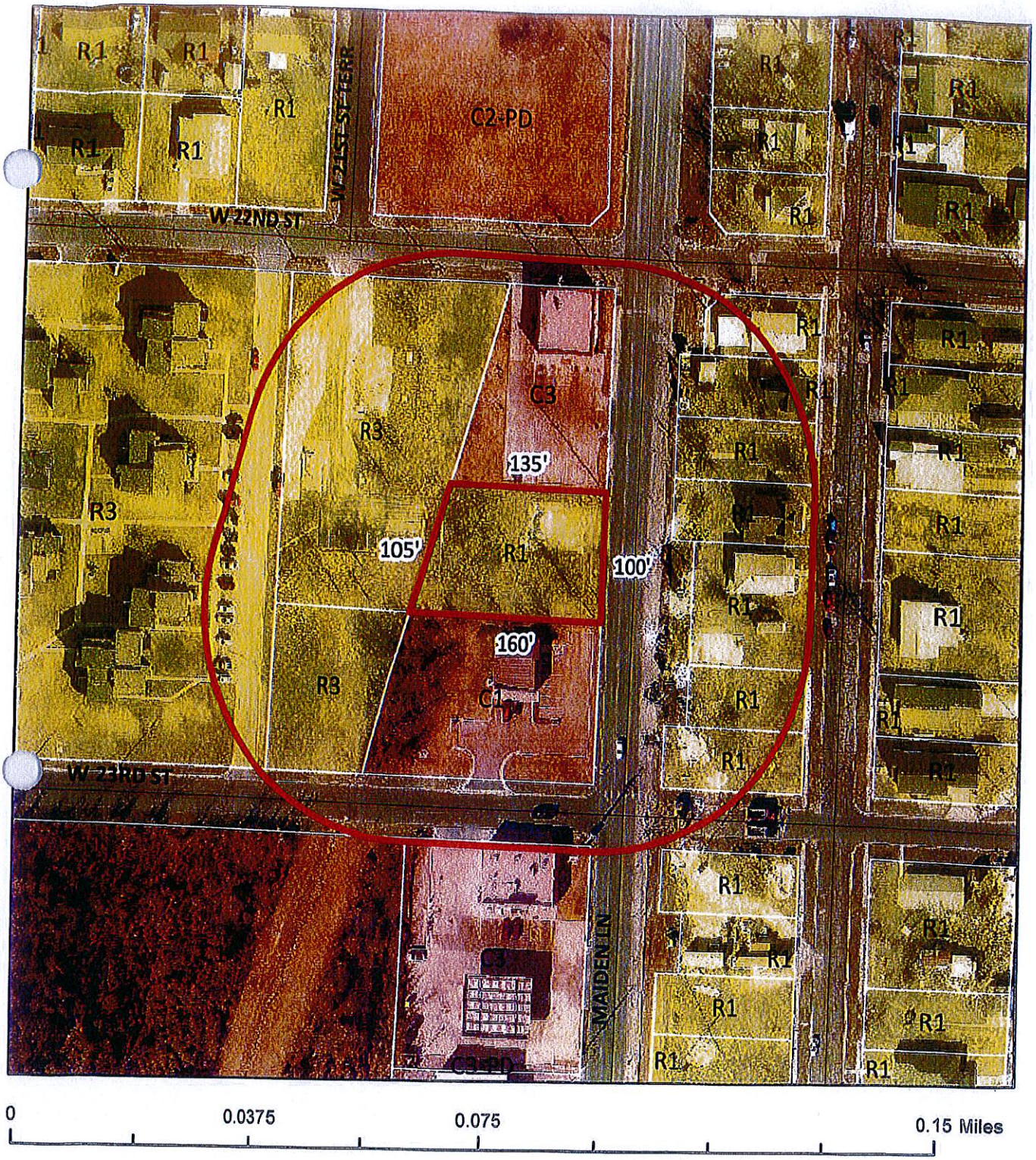
1. Appropriately Sized Lots? No.
2. Properly Sized Street Right-of-Way? No.
3. Drainage Easements? No.
4. Utility Easements:
   - Electricity? No.
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 8-7-15

BY: Troy Boxander

TITLE: _____



0 0.0375 0.075 0.15 Miles

Case 025-15: 185 feet south of the intersection of 23rd Street and Maiden Lane – A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District) – City of Joplin.

N

Case 025-15: 185 feet north of the intersection of 23rd Street and Maiden Lane – A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial District) – City of Joplin.

Mr. Eastman opened the public hearing for Case 025-15.

Mr. Bolander stated that because of the Maiden Lane widening project, a billboard needed to be relocated. He is investigating the relocation to this piece of City-owned property to be in compliance with the City's sign code. This property must be zoned commercial. The commercial zoning meets the requirements of the Comprehensive Plan, which recommends a commercial designation at this location. Staff recommends approval of this request.

Mr. Eastman asked if the billboard will be erected on the north side or the south side of the property, or if it will be centered on the property. Mr. Bolander stated it would be located close to the south property line.

Mr. Eastman asked if this will be declared as excess property, and Mr. Bolander replied that the area containing the billboard will be leased. The property will probably be declared excess in the future. It is the former location of the fire station that was destroyed in the tornado.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 025-15.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 025-15 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. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-268
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: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 027-15: 8125 East 26th Street – A request to voluntarily annex into the corporate limits of the City of Joplin – Cold Harbor.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 3.89 acres of land at 8125 East 26th Street. This is part of the Crossroads Industrial Park and is currently being used by NEI Industrial Services.

Staff recommends approval of Case 027-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander discussed recent annexations of property located east of Prigmore Road in the Crossroads Industrial Park. That property was intentionally left out of the City of Joplin due to incentives from the State of Missouri. Those incentives have almost been exhausted, so the staff is now requesting the remaining portion of the Crossroads Industrial Park be annexed into the City of Joplin.

This request is by Cold Harbor, who have signed a voluntary annexation request. The staff recommends approval of the annexation.

Mr. Eastman asked if the property will be rezoned later, and Mr. Bolander replied yes. The property comes into the City of Joplin with R-1 zoning since it is the most protected zoning classification. The Comprehensive Plan shows that property as heavy industrial, with the remainder of the park to be rezoned to heavy industrial once it is annexed.

PUBLIC COMMENT: None.

P & Z Case 027-15
Cold Harbor
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-268 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8125 East 26th Street in Jasper County, Missouri.

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

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

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

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

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

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

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

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W1/4) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN; THENCE NORTH 00°54'45" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET; THENCE SOUTH 89°05'15" EAST, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°05'15" EAST A DISTANCE OF 467.07 FEET; THENCE SOUTH 00°54'45"WEST, A DISTANCE OF 376.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALLIANCE PARKWAY, A PROPOSED ROAD TO JASPER COUNTY, MISSOURI; THENCE NORTH 85°07'34"WEST, ALONG SAID

RIGHT-OF-WAY LINE, A DISTANCE OF 317.84 FEET; THENCE NORTH 89°05'15" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 149.98 FEET; THENCE NORTH 00°54'45" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 10 FOOT UTILITY EASEMENT ALONG ALL FIVE SIDES THEREOF.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of November, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, 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: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 027-15: A request to voluntarily annex approximately 3.89 acres at 8125 E 26th Street.

LOCATION: 8125 E 26th

APPLICANT: Cold Harbor

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	NEI Industrial Services	3.89 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 3.89 acres of land at 8125 E 26th Street. This is part of the Crossroads Industrial Park and is currently being used by NEI Industrial Services.

Staff recommends approval of Case 027-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

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

Thomas K. Crook
Signed

Thomas K. Crook
Printed

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 15 day of July, 2015 before me appeared Thomas Crook to me known to be the partner of Cold Harbor.

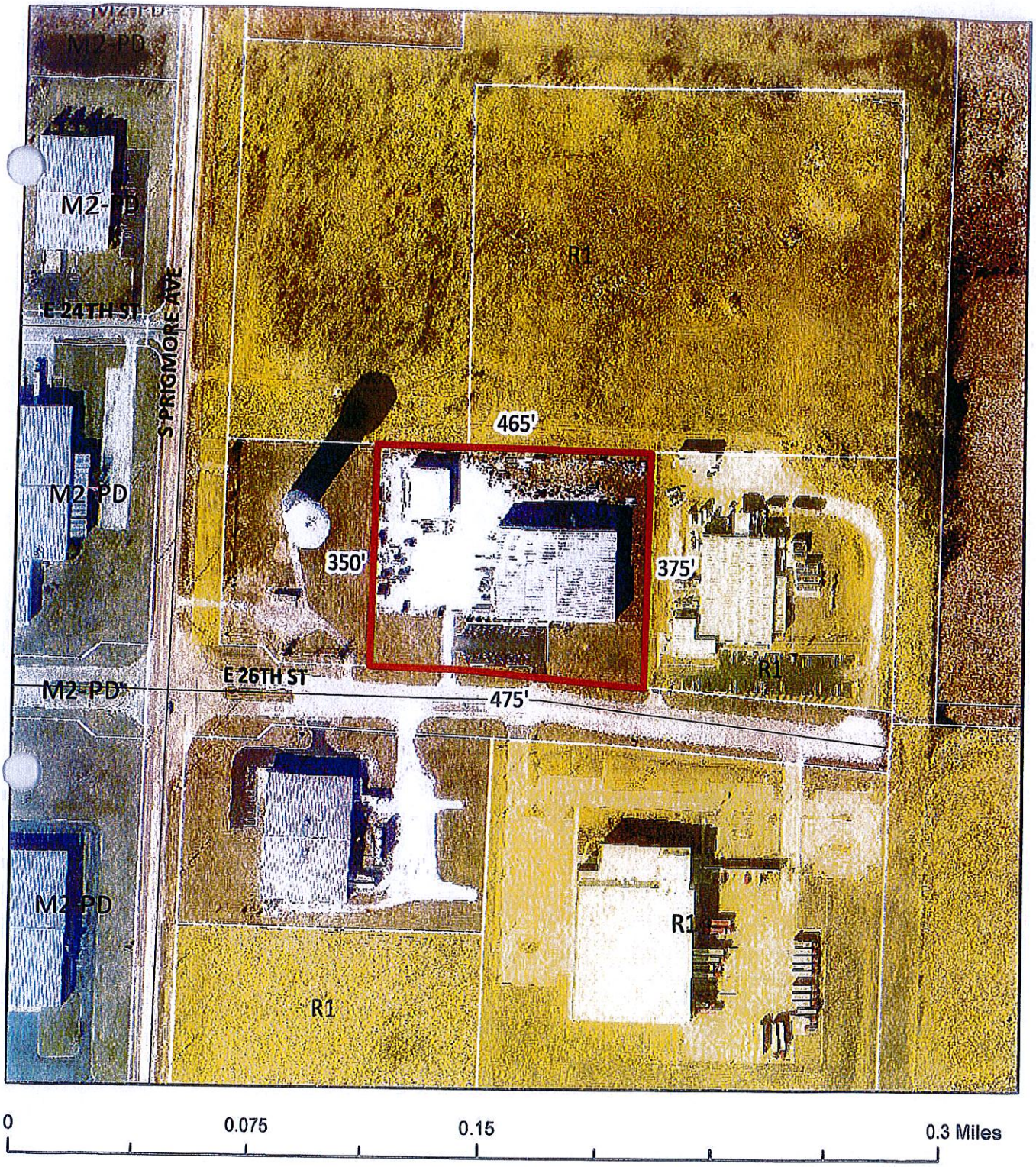
and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said - partner acknowledged said instrument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

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

My commission expires: 5-10-17.

Cynthia R. Weiss
Notary Public

CYNTHIA R. WEISS
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: May 06, 2017
Commission Number: 13892192



Case 027-15: 8125 E 26th Street – A request to voluntarily annex into the corporate limits of the City of Joplin – Cold Harbor.



Case 027-15: 8125 East 26th Street – A request to voluntarily annex into the corporate limits of the City of Joplin – Cold Harbor.

Mr. Eastman opened the public hearing for Case 027-15.

Mr. Bolander discussed recent annexations of property located east of Prigmore Road in the Crossroads Industrial Park. That property was intentionally left out of the City of Joplin due to incentives from the State of Missouri. Those incentives have almost been exhausted, so the staff is now requesting the remaining portion of the Crossroads Industrial Park be annexed into the City of Joplin.

This request is by Cold Harbor, who have signed a voluntary annexation request. The staff recommends approval of the annexation.

Mr. Eastman asked if the property will be rezoned later, and Mr. Bolander replied yes. The property comes into the City of Joplin with R-1 zoning since it is the most protected zoning classification. The Comprehensive Plan shows that property as heavy industrial, with the remainder of the park to be rezoned to heavy industrial once it is annexed.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 027-15.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 027-15 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. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-269
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: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 028-15: 500 feet south of the intersection of 32nd Street and Oliver Avenue – A request to rezone from R-1 (Single Family Residential) and R-3 (Multi-Family Residential) to C-1 PD (Neighborhood Commercial District) – City of Joplin.

STAFF SUMMARY:
Landmark Hospital is expanding its facilities and would like to buy this property from the City of Joplin. In order to do so, the City of Joplin must rezone it for commercial use to allow for medical facilities.

Staff recommends approval of Case 028-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander stated this commission and the City Council declared this property as being excess several years ago. At that time, a potential developer wanted to construct multi-family residential units there. That project actually fell through. The staff now has some interest in this piece from another developer who is requesting a commercial designation. The request is in compliance with the Comprehensive Plan since commercial zoning exists to the east and to the north. The nursing facility to the west is also zoned commercial. The staff recommends approval of this request.

PUBLIC COMMENT:
None.

P & Z Case 028-15
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District R-3 and including in District C-1-PD property as described below and located 500 feet south of the intersection of 32nd Street and Oliver Avenue in the City of Joplin, Newton County, Missouri.

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

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

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, THENCE SOUTH 01 DEGREE, 42 MINUTES, 35 SECONDS, WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 50.01 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 28 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 1504.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE SOUTH 01 DEGREES, 42 MINUTES, 35 SECONDS WEST, 500.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 28 SECONDS WEST 986.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES, 42 MINUTES, 35 SECONDS, WEST 297.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 28 SECONDS, WEST 517.34 FEET; THENCE NORTH 01 DEGREES, 42 MINUTES, 35 SECONDS EAST 500 FEET, THENCE SOUTH 89 DEGREES, 36 MINUTES, 28 SECONDS EAST, 517.34 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES, 35 SECONDS WEST 203 FEET TO THE POINT OF BEGINNING. APPROXIMATELY 6 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, 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: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

CASE 028-15: A request to rezone from R-1 (Single-Family Residential) and R-3 (Multi-Family Residential) to C-1 PD (Neighborhood Commercial, Planned Development).

LOCATION: 32nd Street and Oliver Ave

APPLICANT: City of Joplin

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-Family Residential	Undeveloped	4 acres
R-3 Multi-Family Residential	Undeveloped	1 acre

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1 PD	C-O PD	N/A	R-1
Land Use	Landmark Hospital	Undeveloped	Newton County	Residential

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as future commercial development.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
32nd Street	Arterial	80'
Oliver Avenue	Secondary	50'

UTILITIES: The property has utility connections.

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

This property cannot be utilized for commercial development due to its residential zoning designation.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

Landmark Hospital is expanding its facilities and would like to buy this property from the City of Joplin. In order to do so, the City of Joplin must rezone it for commercial use to allow for medical facilities.

Staff recommends approval of Case 028-15.

ENCLOSURES:

Map

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 028-15
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date: 8-11-15
City Council Date:

APPLICANT: Stewart and Neece Land Surveying PHONE: 417-624-0311
ADDRESS: 1201 East 15th, Joplin, MO ZIP: 64804
EMAIL: rlneece@msn.com
OWNER: White Oak Real Estate Investment LLC PHONE:
ADDRESS: 240 S. Mount Auburn, Cape Girardeau, MO ZIP: 63701
EMAIL:
LOCATION OF PROPERTY: 32nd and Oliver, Newton County, MO
LEGAL DESCRIPTION: see attached

Present Zoning R1 and R3 Requested Zoning: C1 PD Acreage: Approximately 5 acres
Present Use of Property: undeveloped
Proposed Use of Property:
none

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Empire Sub Station	R-1 & CO-PD
South	undeveloped	R-1
East	Current Landmark Hospital, National Guard	C-1 PD
West	Oliver Street, Medical	R-3

CHARACTER OF THE NEIGHBORHOOD: Medical, Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

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 effect 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:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? 457.28 x 497.00_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments: #3-4 will be addressed with the site plan_____
   _____
   _____

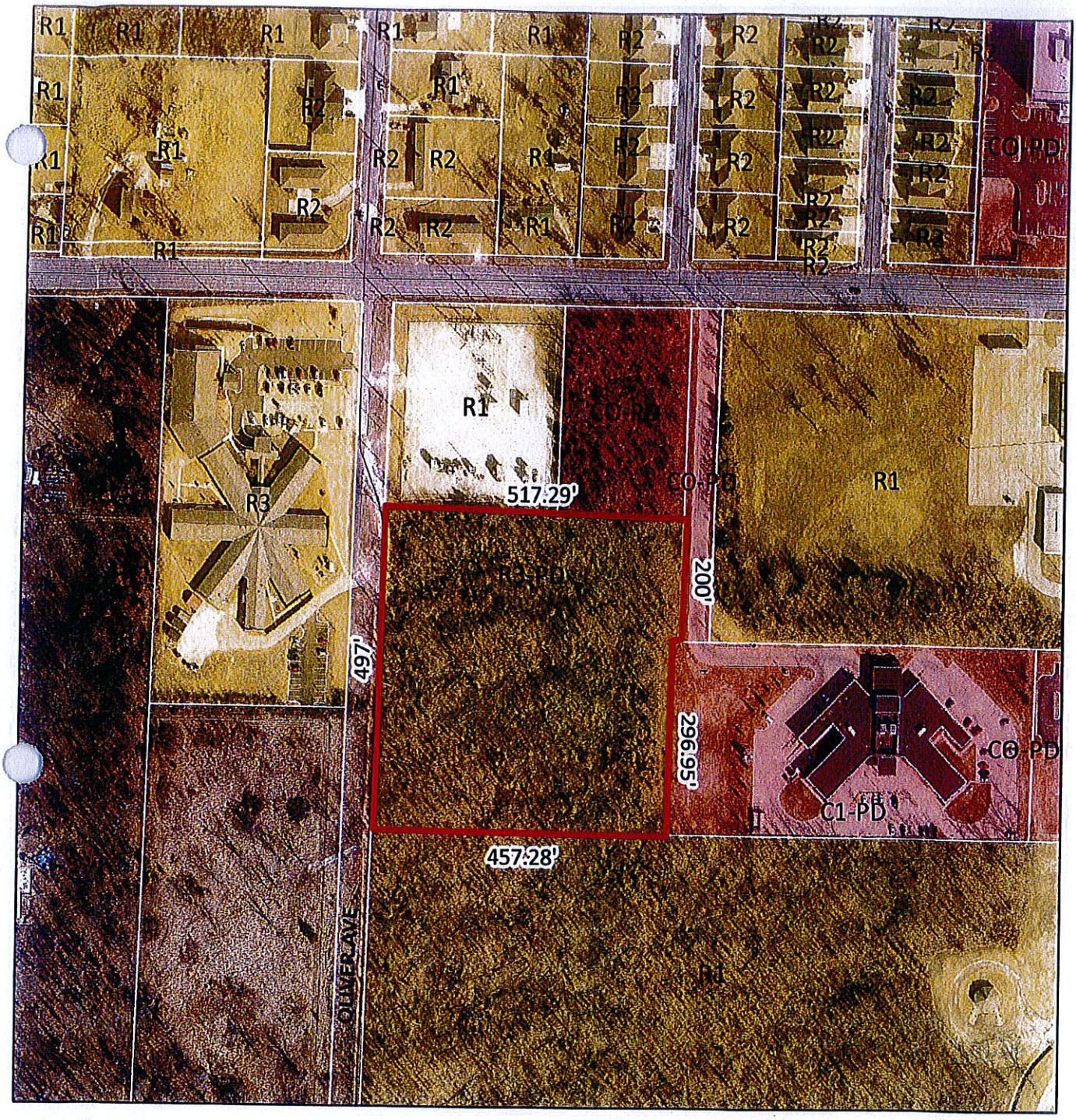
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: _____ DATE: 8-7-15

BY: ROY SOLMONSEN

TITLE: _____



0 0.05 0.1 0.2 Miles

Case 028-15: 500 feet south of the intersection of 32nd Street and Oliver Avenue – A request to rezone from R-1 (Single FamilyResidential) and R-3 (Multi-Family Residential) to C-1 (Neighborhood Commercial District) – City of Joplin.

N

Case 028-15: 500 feet south of the intersection of 32nd Street and Oliver Avenue – A request to rezone from R-1 (Single Family Residential) and R-3 (Multi-Family Residential) to C-1 PD (Neighborhood Commercial District) – City of Joplin.

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Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 028-15.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 028-15 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. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 21, 2015

Item: COUNCIL BILL NO. 2015-155
Originating Department: PUBLIC WORKS - Recycling

Attachments: 1) Current Solid Waste Collection Services for City of Joplin Facilities Agreement (Exhibit A)
2) Extension to Agreement for Solid Waste Collection Services
3) Council Bill 2015-155

Recycling Coordinator:	Mary Anne Phillips
Department Head:	Nicholas A. Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Approval of Council Bill 2015-155 between the City of Joplin and Jordan Disposal, LLC.

Background: The City of Joplin entered into an agreement for solid waste collection for City of Joplin facilities with Jordan Disposal LLC on September 30, 2014 for one (1) year and with an option of renewal upon mutual agreement for six (6) additional months.

Discussion: This Council Bill approves the extension agreement Addendum for solid waste collection and disposal services with Jordan Disposal from specified city owned buildings and facilities. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period.

Recommendation: Staff recommends approval of Council Bill 2015-155 on an emergency basis within the meaning of Section 2.12 (1) in that said ordinance provides for the immediate preservation of the public peace, property, health, safety or morals, and dealing with an appropriation, 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 council bill needs to be passed and accepted by the City Council so that the extension is effective October 1, 2015, in order to prevent a lapse in trash service.

"Exhibit A"

SOLID WASTE COLLECTION SERVICES FOR CITY OF JOPLIN FACILITIES

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2014, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred to as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor"), a Missouri Corporation.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. SOLID WASTE HAULING AND CONTAINERS. It is agreed that the Contractor shall collect the solid waste from designated Parks and Recreation operations, Justice Center, Police Sub-Station, Health Department, City Hall, Public Library, designated Airport operations, Central Garage, Sign Shop, five (5) Fire Stations, Turkey Creek Waste Water Treatment Plant, Shoal Creek Waste Water Treatment Plant, MAPS Administration Building, and any future facilities, and shall be priced and scheduled as described in *Appendix A.* Some Parks and Recreation operations shall be on a "seasonal" pickup schedule. It is also agreed that Contractor shall provide the containers as described in *Appendix A.* Contractor shall also provide a 40 yard roll-off container and collect the solid waste from this Nuisance Container located at the Public Works Center at a cost described in *Appendix A.* The contents will be miscellaneous bulky trash. A City employee will call when the container needs pulling. Should the City reinstate the leaf/grass clipping drop-off location or start a tree limb/brush drop-off location, hauling services for the thirty cubic yard (30 cy) leaf/grass/tree limb/brush roll-off containers shall be billed as described in *Appendix A.* These containers are owned by the City and will be emptied at the City of Joplin compost facility next to the Turkey Creek Waste Water Treatment Plant, the City's processing site at 1702 North Schifferdecker Avenue, or at a yet to be determined location. A City employee will call when the containers need pulling. Designated Airport Operations, and the Police Sub-Station shall have a 90/96 gallon polycart, with the price and schedule described in *Appendix A.*

2. TERM. This agreement between Contractor and the City shall be valid for one (1) full year starting October 1, 2014 and ending September 30, 2015 with the option of renewal upon mutual agreement for six (6) additional months. Either party shall be able to cancel the contract with 60 days written notice in the event that the other party does not fulfill their obligations outlined in the terms of the contract. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period, per approved charges as described in *Appendix A.*

3. BILLING. Invoices for waste services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, Missouri 64801 based on completed services on a monthly basis. The City of Joplin will not pay in advance of services. Monthly invoices shall include location name, charges per each location serviced and details regarding the number of times that each location was serviced during the month, the size of the container at each location serviced, and the date of service per each location, etc. The City of Joplin will not pay for billing fees, environmental fees, fuel recovery fees, management fees, etc. It is further understood that the industry standard of 4.33 weeks in every calendar month will be used for billing purposes, except as indicated on *Appendix A.*

4. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is a separate business entity apart from the City. The Contractor agrees to pay all necessary Federal Social Security taxes and all State and Federal taxes required by law, and at its own expense will cover all of its employees with Workers' Compensation Insurance as provided by law. Contractor further agrees to comply with all laws of the State of Missouri and the United States regarding the employment of persons. Contractor's agents and employees shall not be considered employees of the City and shall receive only those employee benefits provided by Contractor.

6. INSURANCE.

A. Worker's Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with Missouri law.

B. Liability Insurance: The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this Agreement in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a "certificate holder" and policy shall name the City as an "additional insured" before starting work on the agreement.

7. TRANSFER OR SALE OF CONTRACT. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor.

8. GUARANTY OF NONDISCRIMINATION. The Contractor agrees that during the life of the contract, the Contractor will not, within the State of Missouri, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry or sex and will include a similar provision in all subcontracts entered into for the performance thereof. The contract may be cancelled or terminated by the City and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.

9. GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM. Contractor represents and agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States,

as defined in 8 U.S.C. 1324a (h) (3) and §RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Agreement will be held in Jasper County, Missouri, or in U.S. District Court for the Western District of Missouri, and the Agreement will be interpreted according to the laws of Missouri.

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

12. ENTIRE AGREEMENT. This Agreement (including any Exhibits, Attachments, or Addendums referenced herein) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

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

CITY OF JOPLIN, MISSOURI
a Municipal Corporation (City)

By: _____
Samuel L. Anselm
Interim City Manager

JORDAN DISPOSAL, LLC
a Missouri Corporation (Contractor)

By: _____
Brian K. Jordan
Owner/General Manager

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY	COST PER PULL
Joplin Sports Complex	3301 W. 1st Street	1	4 CY	1/week	10.50
Joplin Sports Complex-Softball Field	3301 W. 1st Street	2	4 CY	1/week	10.50
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept	10.50
Joe Becker Stadium	1301 E. 3rd Street	1	4 CY	1/week	10.50
Ewert Ballpark	5th Street & School Avenue	1	4 CY	1/week May-Sept	10.50
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug	7.50
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	2/week May-Aug	10.50
Cunningham Pool	25th & Porter Avenue	1	4 CY	2/week May-Aug	10.50
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug	10.50
Memorial Hall	212 W. 8th Street	2	4 CY	1/week	10.50
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct	10.50
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March	10.50
Golf Course Club House	506 S Schifferdecker Ave	2	4 CY	2/week April-Oct	10.50
Golf Course Club House	506 S Schifferdecker Ave	2	4 CY	1/week Nov-March	10.50
Police Rifle Range	McClelland Blvd & Glendale Rd	1	2 CY	1/week	7.50
Parks Department Transfer	1301 West 2nd Street	5	4 CY	2/week April-Oct	10.50
Parks Department Transfer	1301 West 2nd Street	5	4 CY	.5/week Nov-March	10.50
Justice Center	303 E. 3rd Street	1	6 CY	3/week	12.50
Police Sub-Station	115 E. 34th Street	1	90 Gal Cart	1/week	2.50
Health Dept./WIC	321 E. 4th Street	1	4 CY	2/week	10.50
City Hall	602 S. Main Street	1	4 CY	1/week	10.50
Public Library	300 S. Main Street	1	2 CY	1/week	7.50
*Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week	7.50
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week	12.50
*Airport General Aviation Terminal	Highway 171	1	2 CY	1/week	7.50
Airport T-Hangers	Highway 171	12	90 Gal Cart	1/week	2.50
Airport General Aviation Terminal	Highway 171	2	90 Gal Cart	1/week	2.50
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week	10.50
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week	10.50
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week	7.50
Fire Station #3	2727 Newman Road	1	2 CY	1/week	7.50
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week	7.50
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week	7.50
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week	7.50
Fire Station #7	location to be determined	service to be determined			
Public Safety Training Facility	5102 N. Swede Lane	service to be determined			
Turkey Creek Waste Water Plant	3457 Eddy Lane	1	6 CY	3/week	12.50
Turkey Creek Waste Water Plant	3457 Eddy Lane	6	2 CY	3/week	7.50
Shoal Creek Waste Water Plant	2860 Apricot Drive	1	4 CY	3/week	10.50
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week	7.50
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed	80 per pull & 40 per ton

**Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	qty. to be determined	City owned 30 CY RO	As Needed	60 per pull
Trash or Bulky Items Collection Event	collection location to be determined	qty. to be determined	City owned 30 CY RO	As Needed	65 per pull & 40 per ton

* Driver must have an airport personnel "escort"

** City owned containers used for yard waste collection hauled to Compost Facility or Tree Limb Processing Site

EXTENSION TO AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS EXTENSION is hereby made and entered into this ___ day of **_____**, 2015, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, on the 30th day of September, 2014, the City and Contractor entered into an Agreement for Solid Waste Collection Services (attached hereto and incorporated by reference as Exhibit “A”); and,

WHEREAS, the term of the Agreement was for twelve (12) months, and included an option to extend the Agreement for an additional six (6) months upon the mutual agreement of the parties; and,

WHEREAS, the parties desire to exercise said extension, extending the original terms of the Agreement to March 31, 2016.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, the City of Joplin and Contractor hereby extend their Agreement for Solid Waste Collection Services for a period of six (6) months, effective September 30, 2015, and ending March 31, 2016 under the same terms and conditions.

In all other respects, the parties affirm, ratify and readopt the Agreement’s original terms and provisions, as previously agreed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____, 2015.

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm, City Manager

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Jordan Disposal, LLC

By: _____
Brian K. Jordan, Managing Member

COUNCIL BILL NO. 2015-155 ORDINANCE NO.

AN ORDINANCE approving an extension to the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC which commenced on October 1, 2014 and was due to end on September 30, 2015; and enacting the six (6) months renewal option extending the contract to March 31, 2016; dealing generally with the collection, hauling and disposal of solid waste from specified city owned buildings and facilities; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin buildings, facilities, and operations generate solid waste through the course of doing business and desires to extend the existing contract for the proper collection, hauling and disposal of said solid waste; and

WHEREAS, the City's FY2014-2015 budget provides for "sanitation charges" and the FY2015-2016 budget will provide for "sanitation charges"; and

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

Section 1. That the Solid Waste Collection Services for City of Joplin Facilities Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC, a true and accurate copy of the same being attached hereto and is incorporated herein as "Exhibit A."

Section 2. That the Solid Waste Collection Services for City of Joplin Facilities Agreement Addendum A by and between the City of Joplin, Missouri, a Municipal Corporation, and Jordan Disposal, LLC, a true and accurate copy of the same being attached hereto and is incorporated herein as "Exhibit B," be and the same is hereby approved.

Section 3. That the City Manager is hereby authorized and directed to execute said Addendum A by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for the immediate preservation of the public peace, property, health, safety or morals, and dealing with an appropriation, 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 council bill needs to be passed and accepted by the City Council so that the extension is effective October 1, 2015, in order to prevent a lapse in trash service.

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

_____, 2015, 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: September 21, 2015
Council Bill No. 2015-156

Item: Professional Structural Engineer Consulting Services, Dismantling of Pennsylvania Viaduct Building

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No 2015-156
2) Agreement with Olsson Associates
3) Request for Qualifications

Public Works –Operations: Lynden Lawson	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Authorization to enter into a contract with **Olsson Associates** to perform Professional Structural Engineering and Project Management Services for the dismantling of the building located at 301 E. Commercial Alley. This contract is in the amount of $20,000 for design and project management services.

Background: The building located at 301 Commercial Alley or also known as the Pennsylvania South Viaduct Building, is connected to both the Pennsylvania Bridge and also the building owned by Spokes and Spandex. It is dilapidated and in need of removal. The building has an infestation of fleas, pigeon feces and other pests that pose potential health risks. It has been broken into several times in the past and there are holes in the floor that someone could fall into the basement, making it unsafe, there are bricks that are falling out of the structure on the inside and outside walls adding to the situation. The building cannot be used for anything useful in its current condition. The city has fielded many complaints from citizens in the past about the condition and pests that may be living inside it.

Discussion: The city Requested Qualifications for Professional Structural Engineering services and received two Request for Qualifications (RFQ). The city staff scored the RFQ's and selected Olsson Associates for this project. Once approved, Olsson Associates will begin design work and hire a construction company to dismantle the building at the start of the 2016 Fiscal Year.

Recommendation: City staff recommends that a Structural Engineering and management contract Agreement with Olsson Associates in the amount of $20,000 be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 156 ORDINANCE NO.

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Olsson Associates, to provide professional structural engineering and project management services for dismantling the building located at 301 Commercial Alley, not to Twenty Thousand Dollars and No/100 Dollars ($20,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City enter into an Amended Agreement between the City of Joplin and Olsson Associates to provide professional structural engineering and project management services by proving design, management and oversight of the dismantling of the building located at 301 Commercial Alley, not to exceed Twenty Thousand, and No/100 Dollars ($20,000.00).

Section 2. That the Director of Public Works of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means 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 consulting work on public infrastructure projects to begin immediately.

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

_____, 2015 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the said Facility Improvements and Sewer Rehabilitation Projects Fund No. 415-4542-540-8015 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Lynden Lawson / Nick Heatherly		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: (417) 624-0820	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING 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 Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

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

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

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer.

2. **Term.** The services of the Engineer 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 Engineer 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 Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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 Engineer to fulfill Engineer'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 Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; 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 Engineer 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 Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

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 Engineer under this contract shall at the option of the City become its property, and the Engineer 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. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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 Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

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

a. If the Engineer 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.

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

16. **City Benefits**. The Engineer 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.

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

a. The Engineer 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 Engineer’s (or any of Engineer’s subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City’s own negligence or wrong doing.

b. The Engineer 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 Engineer 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.

18. **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 Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer 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.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer 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.

20. **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.

21. **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.

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

Engineer:

Olsson Associates

By: _____

Printed Name: Jack Schaller, PE

Title: Office Leader

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Lynden Lawson / Nick Heatherly		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: 417-624-0820	Fax:		

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer 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***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of _____Twenty thousand_____ Dollars ($_20,000_____).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer 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 Engineer. 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

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, 2015, 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer 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 Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer 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 Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer 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 Engineer 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer'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.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

Engineer: Olsson Associates

By: _____

Printed Name: Jack Schaller, PE

Title: Office Leader

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

EXHIBIT A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Agreement for Professional Services between The City of Joplin, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 301 E. Commercial Alley, Joplin, Missouri

The project consists of the demolition of an existing building (Building A) adjacent to and interfacing with another building (Building B) and a bridge (Pennsylvania Avenue between 6th and 7th streets). Both Building B and the bridge are to remain in place and in service during Building A demolition operations.

Building A appears to have been infilled under the existing bridge at some point in the past, and as such is a low-rise, single-story building. It is of multi-Wythe brick bearing wall construction. The roof framing has not been identified at this time, but given the era and mode of construction, it is most likely framed with timber joists and solid sawn decking. Overall Building A is an advanced state of disrepair, and it is unsurprising that it is slated for demolition. The bridge is of cast-in-place concrete construction and appears to be in serviceable condition, based on the available photographic evidence.

It is not anticipated that the demolition of Building A will structurally impact the bridge in any appreciable way. However, a thorough inspection of the framing below the bridge will be performed to confirm this assumption and to ensure that no part of the bridge is actually leaning on the building.

Building B is a multi-story building which appears to be of similar vintage and construction type to Building A, though it seems to be in much better condition. As such, it is the intent of this project to leave Building B in-place, and the primary structural effort in this project will be to ensure that Building B remains structurally safe during and following the demolition of Building A. It appears that the two buildings may share a party wall at their meeting, but based on the brick patterns visible from the exterior, it is apparent that they were built at different times and/or as a part of different projects. From this we can infer that the buildings were largely structurally independent from each other initially, but a thorough inspection of Building B will be performed to confirm that the two buildings have remained structurally independent and that Building B will be able to adequately weather the adjacent demolition operations. The inspection will involve locating structural support mechanisms and determining if they will support the remaining building post-demolition.

If, during inspection, Building B exhibits distress that calls into question its long-term viability post-demolition, Olsson Associates may be retained to design shoring and structural reinforcements to allow the building to remain in service long-term.

In projects of this type, close coordination and continual communication with the selected demolition contractor is of upmost importance to ensure the quality and safety of the work. It is our expectation that Olsson Associates will work with the selected contractor(s) continually to solve problems as they arise and work through unanticipated conditions as part of a team effort.

SCOPE OF STRUCTURALSERVICES

1. **Project Management**
    a. Coordination with the Owner and the Contractor as required.
    b. Attendance in conference calls and/or in person as required to complete the project.

2. **Construction Documents Phase**
    a. Provide structural engineering services required in the preparation of Construction Documents as required for demolition of the project, including:
        i. Preparation of final plans in Autodesk Revit format, including: Demolition Plans, Details, General Notes, and Schedules.
        ii. Sheet Specifications as directed by the Client.

3. **Construction Administration**
    a. Response to written Requests for Information (RFIs) from the Contractor during bidding and construction phases,
    b. Review of Shop Drawings and pay requests pertaining to our portion of the work,
    c. Review of and response to Change Order requests,
    d. Inspection during demolition and coordination with contractor.

Total Hourly NTE: $15,200

SCOPE OF SURVEY SERVICES

1. **Boundary Survey**
    a. Olsson shall provide a boundary survey on the referenced property. The survey will show the footprint of both Building A and Building B. This will require us to research current and prior deeds, railroad plans, plats, street plans and surveys by others. Olsson will collect data on and around the referenced property as a part of the work.

Total Hourly NTE: $4,800.00

2. **Additional Services - Easement And/Or Right-Of-Way Exhibit Documents**
    Olsson will create descriptions and sketch exhibits for any required permanent or temporary easement and/or right-of-way. Fees are based on one document (one document will consist of a description and a sketch or Exhibit A and B, respectively).

Total Fee (per document): $500.00

Total Structural & Survey Services Hourly NTE: $20,000

CLIENT RESPONSIBILITY

The client shall provide Olsson with the following:

1. Copies of available reference files and background drawings/reference models.
2. Copies of any available construction documents, if applicable.
3. A proposed schedule and written notification of any changes to that schedule.

SCHEDULE

Olsson to begin after receipt of the Notice to Proceed (NTP). Construction document phase completed in 45 days.

Request for Qualifications

The City of Joplin desires to secure the services of an engineering firm to provide professional structural engineering and project management services for the dismantling of a building that is connected to another building and possibly to a bridge. At approximately 301 E. Commercial Alley located in Joplin, MO. The structural engineer/ project management services include hiring a construction company to dismantle the building without harming the other building or bridge in the process. All remnants and debris from the building must be properly disposed of and may not be used as filler for the subgrade. The City envisions the selected firm to serve as an extension of its staff by providing supervision and oversight of the assigned project to analyze, design a plan, prepare bid documents, and oversee the assigned project through completion. It is the intent of the City to have the structure dismantled and the area and cleared of debris within 90 days of being chose and the date of Notice to Proceed.

The issues to be addressed by the qualified firm may include:

- Performance of all necessary survey work to include all collection of all information needed to perform design, establish existing property lines and right of way or easements, provide any legal descriptions, title searches and deed documents as needed.
- Oversee project of dismantling building, design (conceptual, preliminary & final), to ensure that no damage is sustained by the adjoining building and the bridge.
- Proper disposal of all materials and debris, back fill subgrade as well as provide clean surface.
- Preparation of bid documents, assistance with the bid process and submittal review services as necessary, project management and inspection personnel to provide technical expertise and construction management of the project

The City of Joplin will be selecting the consultant based on their qualifications of the Structural Engineer/project manager, the past experience of the firm. Available resources to complete the project, Professional References and responsiveness to the RFQ. The consultant shall submit with this RFQ the name and experience of any proposed sub-consultants. Consultants should submit four copies of their qualifications and experience at the above address no later than 10 AM on May 29, 2015. The City staff may at its discretion choose to interview one or more consultants prior to making a selection.

Please feel free to contact 624-0820 extension 560 with any questions you may have.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 21, 2015

ITEM: COUNCIL BILL NO. 2015-458

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: U.S. EPA ASSISTANCE AMENDMENT, COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
Public Works Director: Nicholas Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an Assistance Amendment between the City of Joplin and the U.S. Environmental Protection Agency (EPA) regarding funding to support soil testing and remediation activities associated with tornado response.

DISCUSSION:
Subsequent to the May 22nd tornado, soil testing revealed elevated soil lead/cadmium levels in properties in the Expedited Debris Removal (EDR) area outside of the previously designated areas where soil lead testing was required for building permit issuance. It is believed that these elevations are primarily the result of the use of mine waste chat in the construction of homes some years ago, or where mine waste contamination was present at the time of construction and was simply covered by normal yard development practices. This material was exposed due to significant damage to homes and other structures in the area.

A City ordinance updated at the October 17, 2011 city council meeting requires the testing for lead and cadmium of certain properties in the EDR area and other previously identified mine waste contaminated areas in the city where children are likely to be present (residences, daycares, parks, etc.), before a building permit is issued. If properties test above specified levels, property owners are required to follow a Jasper County Health Ordinance that outlines how the yard play areas are to be developed.

In order to lessen the potential burden on local residents associated with the costs of following these requirements, the City requested aid in addressing these elevated soil lead and/or cadmium situations from EPA. EPA provided initial funding through a Cooperative Agreement in December, 2011, and to date has awarded $8.5 million for these efforts. This Assistance Amendment provides the final $500,000 of the $8.5

million Cooperative Agreement. Further, this agreement extends the project period forthese soil remediation efforts an additional 3 years, to December, 2018 to allow for additional home reconstruction efforts. Additional funds may be requested as need is identified.

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

COUNCIL BILL NO. 2015-458 ORDINANCE NO.

AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 13, 2018, for the amount of Five Hundred Thousand Dollars and no Cents ($500,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Assistance Amendment by and between the U.S. EPA, and the City of Joplin, Missouri, dealing generally with soil testing and remediation activities, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and prompt acceptance of the funding ensures there is no gap in the funding and services currently being provided.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of September, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN):	**97733301**
MODIFICATION NUMBER:	**6**
PROGRAM CODE:	**V**
DATE OF AWARD	09/01/2015
TYPE OF ACTION	Augmentation: Increase
MAILING DATE	09/08/2015
PAYMENT METHOD:	ACH
ACH#	77526

RECIPIENT TYPE:
Municipal

Send Payment Request to:
US EPA Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Contact: 702-798-2426; Fax: 702-798-2423
Email: LVFC-grants@epa.gov

RECIPIENT:
City of Joplin
602 S. Main Street
Joplin, MO 64801
EIN: 44-6000196

PAYEE:
City of Joplin
602 S. Main Street
Joplin, MO 64801

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Daniel Pekarek 602 S. Main Street Joplin, MO 64801 **E-Mail:** dpekarek@joplinmo.org **Phone:** 417-623-6122	Ina Square 11201 Renner Boulevard, SUPR/IO Lenexa, KS 66219 **E-Mail:** Square.Ina@epamail.epa.gov **Phone:** 913-551-7357	Connie Allen Grants Management Office, PLMG/RFMB/GRMS **E-Mail:** Allen.Connie@epamail.epa.gov **Phone:** 913-551-7363

PROJECT TITLE AND EXPLANATION OF CHANGES

Contaminated Yards Restoration

This amendment provides the final incremental funding of $500,000 and extends the budget and project period to enable the City of Joplin to continue conducting environmental assessments, coordinating with the Jasper County Health Department. This amendment also revises the Regulatory Authority to include 2 CFR and revises Administrative Conditions.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
12/15/2011 - 12/13/2018	12/15/2011 - 12/13/2018	$8,500,000.00	$8,500,000.00

NOTICE OF AWARD

Based on your Application dated 12/24/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $500,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $8,500,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219	U.S. EPA, Region 7 Superfund Division 11201 Renner Boulevard Lenexa, KS 66219

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official	DATE
Deboraha K. Titus - Acting Grant Management Officer	09/01/2015

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 8,000,000	$ 500,000	$ 8,500,000
EPA In-Kind Amount	$ 0	$	$ 0
Unexpended Prior Year Balance	$ 0	$	$ 0
Other Federal Funds	$ 0	$	$ 0
Recipient Contribution	$ 0	$	$ 0
State Contribution	$ 0	$	$ 0
Local Contribution	$ 0	$	$ 0
Other Contribution	$ 0	$	$ 0
Allowable Project Cost	$ 8,000,000	$ 500,000	$ 8,500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart O

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
ORONOGO	157AW95152	15	T	7AW0R	303DD2	4185	0736RA01	C004	500,000
									500,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$345,808
2. Fringe Benefits	$155,244
3. Travel	$26,678
4. Equipment	$58,000
5. Supplies	$9,639
6. Contractual	$7,886,383
7. Construction	$0
8. Other	$18,248
9. Total Direct Charges	$8,500,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$8,500,000
12. Total Approved Assistance Amount	$8,500,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$500,000
15. Total EPA Amount Awarded To Date	$8,500,000

Administrative Conditions

1. General Terms and Conditions
The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: http://www.epa.gov/ogd/tc.htm.

2. Payment Frequency
Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

3. **MBE/WBE Reporting**

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E
MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **EPA R7 Grants Specialist listed on the award** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds $150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place

during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to **R7Grants@epa.gov**. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal
The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The **MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR)** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Missouri	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

Negotiating Fair Share Objectives/Goals
In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes,

whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

All Programmatic Conditions Remain the Same

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 21, 2015

ITEM: COUNCIL BILL NO. 2015-460

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: WIC LOCAL AGENCY NUTRITION SERVICES, PROGRAM SERVICES CONTRACT ; COUNCIL BILL

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

INTRODUCTION:
This Council Bill approves a Program Services Contract Amendment to the current WIC Program Contract between the Missouri Department of Health and Senior Services and the Joplin City Health Department.

DISCUSSION:
This contract amendment provides up to $3,347 for a project designed to improve WIC participant's experience while attending WIC clinic appointments at the health department. The additional funding will be used to purchase new furniture and child centered activities for the main lobby area of the department.

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

COUNCIL BILL NO. 2015-460 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract for WIC Local Agency Services, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive additional funds for various program enhancement services, for up to Three Thousand, Three Hundred Forty-Seven Dollars, no Cents, ($3,347.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, providing for WIC program enhancement services, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues and appropriations by up to Three Thousand, Three Hundred Forty-Seven Dollars, No Cents ($3,347.00).

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

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and there is a time limitation on use of the funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of September, 2015, by a vote of

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
40821	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2014	9/30/2015	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
ERS04515108		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

AMENDMENT #02 TO CONTRACT ERS04515108

CONTRACT TITLE: **Local Agency Nutrition Services Administration**

CONTRACT PERIOD: **October 1, 2014 through September 30, 2015**

The Department of Health and Senior Services hereby desires to amend the above-referenced contract.

1. Increase funding for Program Enhancement (Special Funding 7).

2. Delete the Budget Page, Attachment C, is its entirety and replace with the revised Attachment C, attached hereto and incorporated by reference as if fully set forth herein.

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

Attachment C

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $13.50 per participant served.

Contract Dollars:

1. WIC Breastfeeding (Special BFPC Funding 1, Attachment D)*	$8,000.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment D)*	$27,528.00
3. Breastfeeding Friendly Incentive (Special Funding 3)*	$23,000.00
4. Program for Dietetic Interns (Special Funding 4, Attachment E)*	$0.00
5. WIC Conference (Special Funding 5)	$ 3,962.00
6. Administrative Services (Special Funding 6)*	$ 0.00
7. Program Enhancement (Special Funding 7)*	$9,689.00

*only for approved LWP's

Item Index - document

Item Type - Pre Signature

Tracking Number :	40821
Document Type :	ADMIN PRE SIGNATURE AMENDMENT
Contract Title :	WIC LOCAL AGENCY NUTRITION SERVICES
Bid Number :	
Vendor Name :	JOPLIN CITY HEALTH DEPARTMENT
Scan Date :	9/14/2015
Batch Number :	547903
Amendment Number :	2
Contract Number :	ERS04515108

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: SEPTEMBER 21, 2015

ITEM: COUNCIL BILL NO. 2015-526
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid Tabulation; Real Estate Contract

Department Head: Leslie Haase
Public Works Director: Nick Heatherly
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of one city-owned parcel of land.

DISCUSSION:
Zoning and Planning, followed by the City Council, previously declared a parcel of land at 20th and Wisconsin as surplus property to be sold utilizing a sealed bid process. Prior to offering the property for sale to the public, the City used the previous independent appraisal on this property to establish its value. The appraised value is $20,605.00. Therefore, the City let a bid, with a minimum bid price of $20,605.00 on August 20, 2015. The bid opening was on September 2, 2015. The City received one bid in the amount of $21,100.00 from Parker Properties and Investments, LLC.

Parker Properties has submitted a project to be located on this property for consideration of MHDC funding by the State of Missouri. Whether or not the project is approved by MHDC, the property will close no later than June 1, 2016. Parker Properties has agreed to purchase the property even if the proposed project does not receive MHDC approval.

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

COUNCIL BILL NO. 2015-526 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties and Investments, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 31,700 square feet of land at 20th and Wisconsin; 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 Parker Properties and Investments, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 31,700 square feet of land at 20th and Wisconsin, 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 move forward with its project and MHDC funding request.

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

of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

OPTION AGREEMENT
FOR THE PURCHASE AND SALE
OF REAL PROPERTY

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "Agreement"), is entered into by and between the **City of Joplin** ("Seller") and **Kevin Parker** ("Buyer") (sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties") on the Effective Date set forth on the signature page below, as follows:

W I T N E S S E T H:

WHEREAS, the Parties hereto desire to enter into this Agreement providing an option for the purchase and sale of certain real property and to reduce that Agreement to writing.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, and premises herein, Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURCHASE AND SALE

1.1 Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase certain real property in Jasper County, Missouri which consists of approximately 31,700 square feet as more particularly described and depicted on Exhibit A attached hereto and made a part hereof ("Property"). However, if at Seller's sole discretion, Seller requires additional land included in Exhibit A for the 20th Street viaduct, Seller may take that land and reduce the purchase price as specified in ¶2 at a flat rate of **Zero and 68/100 DOLLARS ($0.68)** per square foot. If this Option Agreement is not closed by June 1, 2016, then it shall automatically terminate.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be the amount of **Twenty One Thousand One Hundred and 00/100 DOLLARS ($21,100.00)**. The Purchase Price for the Property will be paid to Seller in immediately available funds at Closing.

3. WARRANTY OF TITLE: TITLE EXAMINATION: SURVEY

3.1 Seller hereby represents and warrants to Buyer that, as of the date hereof, record title to the Property is vested in the Seller's name, and the Seller is the record owner of fee simple title to the Property.

3.2 Upon Buyer obtaining and examining record title, the Buyer shall notify Seller of any objections affecting marketability of title to the Property other than the following: (i) general utility easements of record serving only the Property and (ii) ad valorem taxes and special assessments not yet due and payable. If, at any time prior to Closing, title is found to be defective or objectionable, Seller shall have until the date of Closing (or such longer period as Buyer consents to in writing) to cure any such defects or objections. In the event that Seller fails to cure any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:

3.2.1 Waive any such title defect or objection and consummate the transaction without reducing the Purchase Price; provided, however, that Buyer shall have the right to apply all or any portion of the Purchase Price to the cure of any such title defect or objection that can be cured by payment of money, such as security deeds and liens; or

3.2.2 Terminate this Agreement by written notice to Seller, and thereafter no Party to this Agreement shall have any rights, obligations or liabilities hereunder; or

3.2.3 Pursue any other rights or remedies afforded by this Agreement.

4. ACCESS AND INSPECTION

4.1 Upon the execution of this Agreement and during the term hereof, up to and including the date of Closing (unless this Agreement is earlier terminated pursuant to other provisions of this Agreement), Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on the Property, including reasonable attorney's fees actually incurred. Following the Effective Date, Seller agrees to and shall promptly provide to Buyer copies of all Underlying Title Documents, as defined below, in Seller's possession, or upon Buyer's request any Underlying Title Document that can be obtained by reasonable means. Underlying Title Documents shall include, but are not limited to documents related to custody or control of the property, title to the Property, title insurance policies, all surveys, all engineering tests and studies and any other written information or documentation relevant to the sale of the Property (the "Underlying Title Documents"). If the purchase contemplated by this Agreement is not

consummated, Buyer agrees to return to Seller all Underlying Title Documents that Seller provided to Buyer in connection with Buyer's Inspection Rights.

5. CLOSING AND POST-CLOSING

5.1 Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property ("Closing") shall occur on or before June 1, 2016 at the office of First American Title Company or at any other location that the Parties agree upon.

6.2 At Closing:

6.2.1 Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for, the balance of the Purchase Price.

6.2.2 Seller shall execute and deliver to Buyer a general warranty deed conveying fee simple and marketable title to the Property using the legal description published in the Joplin Globe on August 20, 2015, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions.

6.2.3 Real property ad valorem taxes applicable to the Property for the calendar year in which the Closing occurs shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and evaluation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing, and this provision shall survive Closing and the execution of the general warranty deed.

6.2.4 Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing, except for any such charges or assessments as may be caused by any activities of Buyer.

6.2.5 Seller shall pay for the State of Missouri fees, if any, required to be paid in connection with the transfer of the Property and fees associated with the recording of the general warranty deed from Seller to Buyer. Each Party shall bear the costs of its own attorney's fees and expenses of Closing.

6.2.6 As used herein, the term "marketable title" shall mean such title as will be insured by a reputable title insurance company of Buyer's choosing doing business in the State of Missouri at its regular policy rates subject only to the Permitted Exceptions.

7 SELLER'S REPRESENTATIONS AND WARRANTIES

7.1 Seller hereby represents and warrants to Buyer, and covenants with Buyer, and at Closing will again represent, warrant and covenant, as follows:

7.1.1 That this Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms;

7.1.2 That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required;

7.1.3 That there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances other than matters of public record or matters disclosed by Seller affecting the Property, except that Seller expressly reserves construction and other easements pending completion of the 20th Street viaduct. The location(s) of said easement(s) are unknown at this time, but are reserved at the sole discretion of the City of Joplin.

7.1.4 That there are no other persons or entities claiming by, through or under Seller who have any rights to acquire the Property or have any rights therein or claims thereto or for any portion thereof except as may appear of public record;

7.1.5 That, except as disclosed in the public records on the Effective Date, there are no outstanding city, county, state or federal tax liens, or claims or demands against Seller which do constitute or may eventually constitute a lien against the Property;

7.1.6 That Seller shall not take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this Paragraph 8.1 to become untrue, inaccurate or incomplete in any respect;

7.1.7 That Seller shall undertake those acts necessary to ensure that the representations and warranties set forth herein remain true, accurate and complete during

the term of this Agreement and will notify Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein;

7.1.8 That Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property;

7.1.9 That, to the best of Seller's knowledge, there presently does not exist and that there has never existed on, above, or under the Property any Hazardous Material.

7.1.9.1 Seller agrees that Hazardous Materials shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, known as "CERCLA" (42 U.S.C. Section 9601 et. seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental regulation; and (g) any other substance which by any governmental regulation requires special handling in its collection, storage, treatment, or disposal.

8. DEFAULT AND REMEDIES

8.1 In the event of a default, breach of warranty, or breach of other representation contained in this Agreement ("Defaulting Act"), and prior to the exercise of the rights hereinafter provided to either Party, the defaulting Party shall be entitled to written notice of the Defaulting Act and up to fifteen (15) days after the receipt of such written notice in which to cure such Defaulting Act. If the Defaulting Act has not been corrected within that period of time, then an event of default shall have occurred and the Parties shall be entitled to the rights and remedies hereinafter set forth.

8.2 In the event (i) that any warranty or representation contained in this Agreement is not accurate, true and complete in all respects or (ii) Seller fails to comply with or perform any of the conditions, covenants, or agreements contained herein, and further provided that Seller fails to cure after written notice, then, at Buyer's option, Buyer may either:

8.2.1 Terminate this Agreement, and thereafter no Party to this Agreement shall have any rights, obligations or liabilities hereunder; or

8.2.2 File suit in any court of competent jurisdiction for specific performance of Seller's obligations under and pursuant to the terms and provisions of this Agreement and/or for any damages which Buyer shall be entitled to receive under this Agreement or applicable law.

8.3 In the event Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, then Seller shall be entitled to any remedy available at law.

8.4 Except as specifically provided in this Section 11, neither Buyer nor Seller shall have any further rights, obligations or liabilities to the other as a result of the breach of this Agreement. It is the express intention of the Parties to limit the rights and remedies which are available to Buyer and Seller under the laws of the United States, the State of Missouri or of any other state, county or municipality to those remedies expressly provided and set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no action for damages or claims for liability, costs, expenses or losses shall be maintainable by Buyer or Seller against the other as a result of this Agreement.

9. NOTICES

9.1 Unless otherwise provided in this Agreement, any written notice to Buyer or Seller shall be deemed received by the Party to whom such notice was sent upon record of delivery by Federal Express or equivalent courier to such Party. Notices should be sent to the following addresses unless another address is furnished in writing by a Party.

To Seller: City of Joplin
602 S. Main St.
Joplin, MO 64801

To Buyer: Kevin Parker
_____
_____

10. MISCELLANEOUS PROVISIONS

10.1 Possession. Possession of the Property shall be delivered to Buyer upon delivery of the general warranty deed from Seller.

10.2 Assignment. Buyer may freely assign its rights hereunder without the prior written consent of Seller. Any assignee shall expressly assume all of Buyer's duties, obligations, and liabilities hereunder, and a copy of such assignment and assumption shall be

provided with reasonable promptness to Seller.

10.3 No Waiver: Rights Cumulative. Neither the failure of either Party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

10.4 Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the Parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and fully executed by all Parties whose rights, as set forth in this Agreement, pertain thereto.

10.5 Survival. This Agreement and each of the provisions hereof shall survive the Closing hereunder.

10.6 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

10.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

10.8 Scanned Signatures. The Parties may execute this Agreement via scanned or faxed signatures and such signatures may be relied upon as if original.

10.9 Headings: Gender. The headings inserted at the beginning of each paragraph are for the convenience of the Parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

10.10 Further Assurances. On and after the Effective Date, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or

cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

10.11 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

10.12 Business Days. If any date of significance hereunder falls upon a Saturday, Sunday or legal holiday, such date shall be deemed moved to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

10.13 Time of the Essence. Time is of the essence for this Agreement.

10.14 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Missouri.

11. Contingent on Council approval. This Agreement is contingent on the approval of the Joplin City Council.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of this _____ day of _____, 2015 (the "Effective Date").

BUYER: **Kevin Parker**

Signed: _____
Printed: _____

SELLER: **City of Joplin**

Signed: _____
Printed: Samuel L. Anselm
City Manager

[*Remainder of Page Left Blank*]

EXHIBIT A

ALL OF LOTS NUMBERED ONE (1), TWO (2) AND THREE (3) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT, THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOTS NUMBERED ONE (1), TWO (2) AND THREE (3) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 795.83 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 49.85 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE AND BEING THE POINT OF BEGINNING; THENCE S89°14'09"E, 146.85 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S30°46'33"E, 35.20 FEET, SAID CURVE BEING ON THE WEST RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID CURVE 35.20 FEET; THENCE N89°14'09"W, 100.93 FEET; THENCE S02°04'19"W, 75.31 FEET; THENCE S34°59'49"W, 119.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°04'19"E, 204.21 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE TO THE POINT OF BEGINNING.

AND, RESERVING A PUBLIC UTILITY EASEMENT DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT NUMBERED ONE (1) IN HARMONY HEIGHTS SUB-DIVISION IN THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 795.83 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 49.85 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE; THENCE S89°14'09"E, 146.85 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S30°46'33"E, 35.20 FEET, SAID CURVE BEING ON THE WEST RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID CURVE 35.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE OF THE WEST RAILROAD RIGHT-OF-WAY LINE AN ARC DISTANCE OF 17.65 FEET; THENCE N89°14'09"W, 110.58 FEET; THENCE N02°04'19"E, 15.00 FEET; THENCE S89°14'09"E, 100.93 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHT-OF-WAY CONVEYANCES OF RECORD, IF ANY.

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: September 21, 2015

ITEM: Council Bill No. 2015-621 authorizing the City of Joplin to enter into an Agreement with the Center for Priority Based Budgeting for the purpose of providing professional consulting services.

ORIGINATING DEPARTMENT: City Manager
ATTACHMENTS: Council Bill No. 2015-621; Exhibit "A": Agreement, Exhibit "B": Bid Tab

DEPARTMENT HEAD:	N/A
FINANCE:	Leslie Haase
LEGAL:	Peter C. Edwards
CITY MANAGER:	Samuel L. Anselm

INTRODUCTION:

This Council Bill approves an Agreement for professional consulting services between the City of Joplin and the Center for Priority Based Budgeting.

DISCUSSION:

On June 1, 2015, the City accepted bids for priority based budgeting services. Two firms responded with a proposal, and a third firm did not return a response. The Center for Priority Based Budgeting submitted the low bid, with a not-to-exceed amount of $62,500. The bid tabulation is attached.

Approval of this council bill will change our budgeting process, from a traditional line-item budget where we estimate revenues and use last year's budget numbers to make adjustments, to a process that focuses on setting community goals and then prioritizing the programs and services our organization provides to the community to achieve those goals. To date, approximately 100 cities from across the United States have successfully adopted this budget process, and if approved, Joplin will become the second in the state of Missouri to do the same (Branson just started the process as well). The benefits of this process are that it is transparent, it engages both elected officials and the public, and results in a financially healthy community that is sustainable into the future.

RECOMMENDATION:

Staff recommends that this Council Bill be passed on First Reading and advanced to Second and Third.

COUNCIL BILL NO. 2015-621 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Center for Priority Based Budgeting for the purpose of providing professional consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Center for Priority Based Budgeting, retaining the Center for Priority Based Budgeting for the provision of professional consulting services, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Center for Priority Based Budgeting Address: 13701 W. Jewell Avenue, Suite 200-28 Lakewood, CO 80228	
Attention: Samuel L. Anselm		Attention: Jon Johnson Chris Fabian	
Department: City Manager		Phone: 720-361-3710	Fax:
Phone: 417-624-0820, ext 205	Fax: 417-625-4707		

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage Consultant to provide the services of a priority based budgeting consulting firm to develop a new budget process utilizing "Priority Based Budgeting" principles. Specifically, Consultant will help the City evaluate services to determine which services are best aligned with the City's priorities. Consultant will help the City Council, the City staff, and the public learn how to value services and to divest themselves of lower-priority services. Consultant will equip the City with the information, programs, and tools necessary to implement "Priority Based Budgeting."

WHEREAS, the Consultant has made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal. Specifically, Consultant has represented that in implementing "Priority Based Budgeting," it will assist the City in identifying results, clarify results definitions, identify and cost ongoing programs and services, value ongoing programs based on results, and allocate resources based on priorities;

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

1. **Services.** The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services described in this Agreement. The services of the Consultant 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 light of the purposes of the contract. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports and other services furnished by the Consultant under this Agreement. Approval by the City and other agencies of reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Consultant of his responsibility for the technical adequacy of his work.

   a. Scope of Services. The Scope of Services is set out specifically in the Request for Proposal, 2015-RFP-08, which is incorporated fully herein and attached hereto as Exhibit A. The Scope of Services for this Agreement shall include the Services as set forth in "1.0 Scope of Work" of 2015-RFP-08. The Scope of Services for this Agreement shall also include the Consultant's Response and Proposal to 2015-RFP-08, which is incorporated and attached hereto as Exhibit B. The Scope of Services for this Agreement shall also include the Services as set forth in "1.4.4 Experience and Qualifications" (including pages 7-24) of Consultant's Response and Proposal to 2015-RFP-08. However, regarding travel, notwithstanding the terms contained in Exhibit A and Exhibit B, the parties agree that Consultant shall travel to City at City's request.

2. **Term.** The services of the Consultant 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 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, specifically, in Consultant's Response and Proposal to 2015-RFP-08, "Proposed Timeline and Costs for Implementation and Future Phases" (including pages 23-24) .

3. **Payment.** The City, pursuant to this Agreement, shall pay Consultant the consideration set forth in Consultant's Response and Proposal to 2015-RFP-08, "Proposed Timeline and Costs for Implementation and Future Phases" (including pages 23-24), which

is incorporated fully herein and attached hereto as Exhibit B, 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 "Proposed Timeline and Costs for Implementation and Future Phases" and shall be approved by the City and its Project Manager.

a. In year one, the total costs for Consultant's services under this Agreement shall not exceed $43,500.00. In year one, the Consultant shall also be entitled to payment for expenses related to travel, in an amount not to exceed $10,000.00 per year. Said expenses shall be submitted with verifying documentation to the City for payment.

b. For years two and three, the total costs for Consultant's services under this Agreement shall not exceed $9,500 per year. For years two and three, the Consultant shall also be entitled to payment for expenses related to travel, in an amount not to exceed $10,000.00 per year. 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 Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Consultant shall secure at its own expense, all personnel required to perform the services called for under this contract by the Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under the Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Consultant to fulfill the Consultant's obligations under this contract in a timely and satisfactory manner in accordance with the description of services set forth in Exhibits A and B 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 Consultant by one of three different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Consultant; 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 Consultant 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 Consultant under this contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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 Consultant under this contract shall at the option of the City become its property, and the Consultant 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. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.

9. **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.

10. **Compliance with Laws**. Consultant 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. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Consultant is current.

11. **Reports and Information.** The Consultant, 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.

12. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. 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 Consultant (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Consultant 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.

13. **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 Consultant.

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

   a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant 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 Consultant 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 Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

   c. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

15. **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.

16. **Affirmative Action for Handicapped Workers**

a. The Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

17. **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.

18. **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.

19. **Authorized Employees**. Consultant 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. Consultant 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.

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

21. **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 Consultant shall take appropriate steps to assure compliance.

22. **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 Consultant shall take appropriate steps to assure compliance.

23. **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 Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

    a. If the Consultant 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.

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

26. **City Benefits**. The Consultant 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.

27. **Insurance**. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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 Consultant to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Consultant 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 Consultant. 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 – City Manager, 602 S. Main, Joplin, MO 64801

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, 2015, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Consultant 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 Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

    a. The Consultant 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 Consultant's (or any of Consultant's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Consultant is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

    b. The Consultant 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 Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

29. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents are and remain the property of the Consultant until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City.

30. **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 Consultant 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.

31. **Anti-Lobbying:** The Consultant 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.

32. **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 Consultant 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.

33. **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.

34. **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.

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

    Exhibit A. City of Joplin RFP 2015-RFP-08
    Exhibit B. Consultant's Response and Proposal to 2015-RFP-08

Exhibit C. Bid Tabulation for RFP 2015-RFP-08
Exhibit D. Evaluation Results for RFP 2015-RFP-08

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

Consultant: Center for Priority Based Budgeting

By: _____

Printed Name: Philip McEwen

Title: Chief Financial Officer

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

Date: _____

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2015-RFP-08

PRIORITY BASED BUDGETING SERVICES

RFP Due Date: 10:00 A.M., June 1, 2015

Location: City of Joplin
City Manager's Department
602 South Main
Joplin, MO 64801

Staff: Sam Anselm, City Manager
Email: sanselm@joplinmo.org

Phone: 417-624-0820 ext. 201 **Fax:** 417-625-4707

Proposals will be received by the City Manager's Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

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

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

April 17, 2015
Issue Date

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

1. **PREPARATION OF PROPOSALS**

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

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

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

2. SUBMISSION OF PROPOSALS

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

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

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

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

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

4. **PROPOSAL OPENING**

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

5. **AWARDS**

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

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

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

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

6. **OPEN COMPETITION**

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

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS OF PURCHASE

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

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

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

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

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

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

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

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

I. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. 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.

1.0 Scope of Work

1.1 Purpose

The City is interested in obtaining the services of a priority based budgeting consulting firm to develop a new budget process utilizing “Priority Based Budgeting” principles. The successful vendor will help the City evaluate services against each other and determine which services are best aligned with the City government’s and the community’s priorities. The City seeks assistance in implementing a new budgeting process focused around developing a budget that achieves major priorities of the community and the Council, rather than a traditional departmental budget approach.

The City’s budget process will be highly collaborative and involve staff from throughout the organization to develop a proposed budget that focuses on priorities that City leaders and citizens would like to see achieved by local government with the limited resources available. The City seeks experienced professional support to facilitate a citizen engagement process, facilitate the priority based budget process and provide general support through the implementation of the new process.

It is the goal of the City to achieve fiscal sustainability, while continuing to provide the best services possible to the citizens and the community. The City intends to award a contract for priority based budgeting services for a three (3) year term, with an option for a one-year extension.

1.2 Background

The City, incorporated in 1873, is located in the southwest corner of Missouri and is the State’s fourth largest metropolitan area. The City is a Home Rule Charter City and has operated under the council-manager form of government since 1954. Policymaking and legislative authority are vested in the governing council, consisting of nine members. The council is responsible for passing ordinances, adopting the budget, appointing committees and hiring the government’s manager, attorney, clerk, and municipal judge. The City Manager is responsible for day-to-day operations of the City and for appointing the heads of the City’s departments. While the City’s census population is 50,150, the daytime population is approximately 240,000.

The City’s fiscal year begins on November 1. The adopted FY 2015 budget is nearly $168 million, of which $82.3 million represents capital expenditures. Following the EF-5 tornado that struck our community on May 22, 2011, the City has received over $200 million in various grant funds to spend over the next four years. The FY 2015 general fund budget is nearly $31 million. The adopted budget includes 585 FTE’s. The City has thirteen departments.

Due to cautious fiscal policies, the City has endured the recent recession with no cuts in services or personnel. However, the City anticipates that circumstances will make it more difficult to fund some operations in coming years, and is seeking a way to accurately identify program costs and to give the City tools to determine which programs it will offer in the future.

1.3 Requirements

1.3.1 Scope of Work Requirements

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

The successful vendor will help the City evaluate services against each other and determine which services are best aligned with the City government's and the community's priorities. It will help the City Council, the City staff and the public learn how to value services and to divest themselves of lower-priority services. The successful vendor should also equip the City with the information/programs/tools necessary to address future challenges as they arise. This would include a method that can be used to evaluate new, future program offerings in comparison to existing services, and to combine services where most desirable.

The selected consultant will be expected to provide advisory, analytical and facilitation assistance in the establishment of the City's Priority Based Budgeting process. The selected Consultant shall work with at the direction of the City Manager. Services required of the selected Consultant may include, but not be limited to, the following:

A. Assist the City in diagnosing fiscal problems and treatment options.

B. Assist the City in defining goals for the organization.

C. Assist the City in prioritizing resource allocation for the most valuable programs and services.

D. Provide training and advisory assistance to City staff in creating and reviewing program scores.

E. Develop and support the peer review process to validate program scores, prior to the final update of the allocation tool. This may include participation of City Council and other external stakeholders, as well as City staff.

F. Assist with the calculation of departmental target budgets to ensure resource allocation starts with available revenues.

G. Provide training and coaching in the utilization of the allocation tool during the budget development process.

H. Be available for meetings as required.

I. Assist with the presentation of the first complete priority based budget to demonstrate how the program prioritization process was used to enhance decision-making. This would include at least one presentation to City Council.

J. Explore ideas with City staff and City Council for additional citizen engagement in future budget years.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Contractor will provide the Scope of Services required by this RFP and the cost of providing those services. Proposal costs submitted should reflect a three-year contract with the option for a one (1) year extension. Price guarantees should be included if applicable. Contractors are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

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

1.4.2 Organizational Structure

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

1.4.3 Key Staff Resumes

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

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The City seeks the following minimum qualifications:

A. Demonstrated expertise in priority based budgeting.
B. Relevant experience providing training and support to multiple local governments implementing priority based budgeting.

C. Relevant experience in facilitating a citizen engagement process.
D. Extensive knowledge and experience with local government, governmental finance and budget processes.
E. Strong written, verbal and interpersonal communication skills.
F. Resource capacity to complete tasks on time.
G. Experience in presenting findings in a public setting.

The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFP; including, but not limited to work detailed in 1.3.1.

1.4.5 References

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

1.4.6 Pending Claims

Each Contractor 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 RFP. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the April 17, 2015 RFP issue date are subject to change:

Activity	Date
RFP issued	April 17, 2015
Proposal Submission Deadline	June 1, 2015
Proposed Selection Date	July 1, 2015
Contract Discussions Conclude	August 1, 2015
Contract Effective Date-Council Approval	September 1, 2015

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than May 15, 2015 via e-mail to sanselm@joplinmo.org, or in writing, to Sam Anselm (Attn: Priority Based Budgeting Services RFP), City of Joplin, 602 South Main, 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 RFP, the Contractor is requested to contact the City Manager's Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

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

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

30%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15%	References – will be based on references submitted as part of RFP, but can include clients not submitted.
25%	Cost of proposal
5%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Contractor shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Contractor, the evaluation of Proposals, or the selection of any Contractor for further negotiations.

1.7 Confidentiality/Public Disclosure

The successful Contractor shall treat all information obtained from the City, which is not generally available to the public as confidential and proprietary to the City. Successful Contractor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Successful Contractor agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential information by successful Contractor or any person acquiring such information, directly or indirectly, from successful Contractor.

By submission of a proposal, Contractors acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required hereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Contractor's assertion of confidentiality or proprietary data.

1.8 Contract Terms and Conditions

The City may condition award of the Contract on the Contractor's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Contractors may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Contractor object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Contractor to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Contractor objects to terms and conditions and if Contractor does object, the number and type of objections. In no event shall the City's selection of a Contractor for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

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

2.2 Interviews

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

2.3 Request for Additional Information

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

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proprietary Information

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

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

2.7 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.8 Non-exclusive Contract

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

2.9 Exceptions

If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

2.10 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.11 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.12 Execution of Agreement

It is anticipated the City will make their selection of a firm by July 1, 2015. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates by August 1, 2015. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Submission Format

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

3.2 Offer and Schedule of Professional Fees and Expenses

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

PROVIDE A COMPLETE BREAKDOWN OF COSTS.

Scope of Work Services: Complete the project set forth in the Scope of Work at the fees and as described in the Offeror.

Not to exceed $ _____

3.3 Proposal Due Date

Sealed proposals with one (1) original and five (5) complete copies will be received at the Finance Department no later than 10:00 a.m. June 1, 2015. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
SAM ANSELM
CITY MANAGER
602 SOUTH MAIN
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2015-RFP-08: PRIORITY BASED BUDGETING SERVICES "

3.4 Proposal Evaluation Process

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

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

3.4.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

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

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

3.4.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

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

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City Manager's Department
602 South Main
Joplin, MO
417-624-0820

NAME, ADDRESS & PHONE OF CONTRACTOR

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and _____ hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2015-RFP-08 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated June 1, 2015 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

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

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

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

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services

covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s)

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

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

15. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

17. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

18. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Consultant's Responsibility for Subcontractors**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

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

21. **Liability and Indemnity:**

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

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

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

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

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

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

22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

24. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTER FOR PRIORITY BASED BUDGETING

Using a Unique Lens to Focus Community Resources on Results

Request for Proposal *NO. 2015-RFP-08*

PRIORITY BASED BUDGETING SERVICES

A Proposal for the

City of Joplin, Missouri

City Manager's Department
602 South Main
Joplin, Missouri 64801

Center for Priority Based Budgeting
13701 W. Jewell Avenue, Suite 28
Lakewood, CO 80228
ID #46-3393419
Contact: Jon Johnson
720-361-3710

CPBB
CENTER FOR PRIORITY BASED BUDGETING
"Using a Unique Lens to Focus Community Resources on Results"

May 22, 2015

Mr. Sam Anselm
City Manager
City of Joplin
602 South Main
Joplin, MO 64801

RE: RFP #2015-RFP-08 – Priority Based Budgeting Services

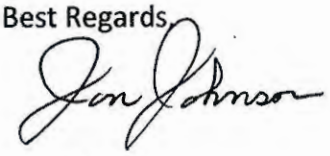
Dear Mr. Anselm,

The ***Center for Priority Based Budgeting (CPBB)*** is extremely pleased to provide this proposal in response to ***the City of Joplin's*** request for advisory, analytical and facilitation assistance in the development and implementation of a ***Priority Based Budgeting*** process. We believe that our unique and timely results-based approach to resource allocation addresses the needs of local governments everywhere as they strive to balance fiscal responsibility with long-term financial sustainability.

Our special connection to ***the City of Joplin*** makes this opportunity extremely interesting and important to us. Being the hometown of co-founder Jon Johnson and also being a jurisdiction that he served for many years, it would be personally meaningful to bring this process to the community that has given so much to him. During his tenure, the City had to rebuild its financial foundation after it suffered a catastrophic investment loss in the mid-1990's. Thankfully, the City recovered, with no significant reduction in staff or services and took positive steps to strengthen its controls over financial operations as it looked to the future. The opportunity to again be part of the recovery and rebuilding process stemming from the catastrophic and devastating natural disaster of May 22, 2011, would be extremely rewarding. We sincerely believe that the tools developed through the ***PBB*** process will truly help community leaders make decisions for the future that will solidify the City's long-term financial sustainability as it continues to recover, grow and thrive in the years ahead.

It is gratifying and rewarding for ***CPBB*** to be able to offer its assistance to ***the City of Joplin***. ***CPBB*** very much respects the vision that you have for your community and sees this work as another step towards achieving that vision. it will be an honor and a pleasure to work with you to help it achieve all the benefits and outcomes of our ***Fiscal Health and Wellness through Priority Based Budgeting*** process, which we believe will lead local governments to more open, transparent and sustainable decision-making for years to come.

Best Regards,





Jon Johnson ***Chris Fabian***

Center for Priority Based Budgeting
13701 W. Jewell Avenue, Suite 28
Lakewood, CO 80228
720-361-3710
jjohnson@pbbcenter.org or cfabian@pbbcenter.org
Website - www.pbbcenter.org

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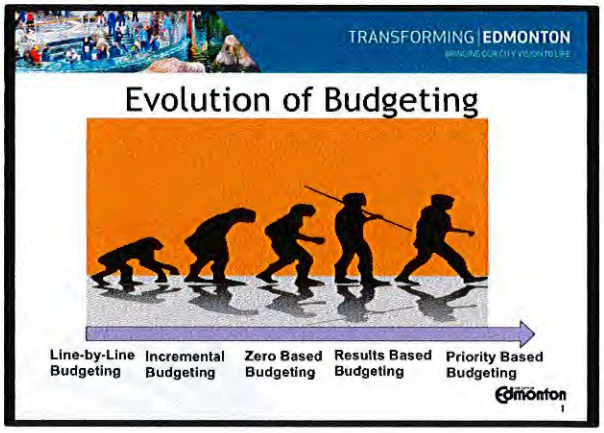
Content Requirements

1.4.1 Company Profile



"Challenges facing local governments today literally requires a new way to see. It's as if our vision has been blurred by the extraordinary stress of managing in this complex economic environment. Whether attempting to rebuild in a post-recession climote, or persevering through another year of stagnating or declining revenues, the challenge remains: how to allocate scarce resources to achieve our community's highest priorities. Through the new lens of Fiscal Health and Wellness through Priority Based Budgeting, which provides powerful insights, local governments are making significant breakthroughs."

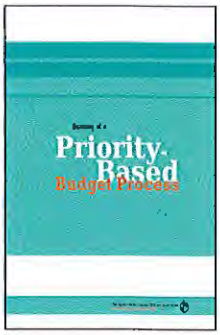
- Jon Johnson and Chris Fabian, *Seeing Things Differently*, Public Management (PM) Magazine, 2012



While serving as local government practitioners, ***CPBB*** co-founders Jon Johnson and Chris Fabian developed the process and tools needed to successfully implement this approach to ***Priority Based Budgeting.*** We created this process to address our belief that there needed to be a methodology that would successfully link the stated strategic priorities that an organization strives to accomplish with the way resource allocation decisions are made through the budget process. Because of its specific relevance to local governments needing to address their immediate short-term budgetary distress, our ***Priority Based Budgeting*** process has gained nationwide recognition and has been promoted by the International City/County Management Association *(ICMA)*, the National League of Cities (*NLC*), the Government Finance Officers Association *(GFOA)* and the Alliance for Innovation.

In 2012, the International City/County Management Association (*ICMA*) recognized ***Fiscal Health and Wellness through Priority Based Budgeting*** as a leading practice for local governments. Seeing that the results of this process have helped over eighty (80) communities from across the nation find a common approach in their pursuit of results-oriented resource allocation has been overwhelmingly rewarding. Having ICMA declare this work as a leading practice, encouraging every local government to move toward the achievement and implementation of ***Priority Based Budgeting*** furthers the purpose and mission of ***CPBB*** for the future.

In collaboration with GFOA, we were honored to co-author "***Anatomy of a Priority Based Budget Process***", a white paper published by GFOA in 2011, which establishes and documents a step-by-step methodology for any organization to successfully implement ***Priority Based Budgeting***. This white-paper relied heavily on our experiences and the lessons learned from the pioneering organizations we assisted from 2009 through 2010 as they implemented this unique and innovative process. Since that time, we have significantly enhanced the process even further, incorporating citizen engagement strategies, addressing succession planning, and assisting in the framing of labor negotiations.



In the eighty-plus (80+) local governments that ***CPBB*** has provided advisory leadership in the implementation of ***Fiscal Health and Wellness through Priority Based Budgeting,*** we have seen that this process not only provides a way in which an organization can make better short-term resource allocation decisions based on the relative priority of the various programs and services it offers, but also provide a new way to link budget decisions to the strategic results and outcomes that the organization wishes to achieve for the long-term. Furthermore, our "***Resource Alignment Diagnostic Tool***" is truly unlike anything previously available to local governments, providing (*as the City Manager of Fairfield, California coined the phrase*) "***a new and unique lens***" on how government spending is aligned with priorities.

The ***Center for Priority Based Budgeting (CPBB***) is a S-Corporation, registered in the State of Colorado (USA) established in 2013. Prior to that time, ***CPBB*** operating as an incubator project from 2010 through 2013 under the umbrella of the *National Environmental Health Association*, a non-profit agency also located in Denver, Colorado. ***CPBB*** offices are located at ***13701 W. Jewell Avenue, Suite 28, Lakewood, CO 80228***. Co-founders Jon Johnson and Chris Fabian can be directly contacted by phone at ***720-361-3710*** or by e-mail at: ***jjohnson@pbbcenter.org or cfabian@pbbcenter.org.***

Supported by three additional professional staff and a team of independent strategic advisors, we are well-equipped to provide technical and advisory services to assist local governments, school districts, faith-based organizations and other non-profit agencies achieve ***Fiscal Health and Wellness through Priority Based Budgeting***. One of its strategic advisors, Ms. Kathie Novak, is a former elected official, serving her community for over nineteen years, eight of those as Mayor. She was also very active in the National League of Cities (NLC), serving as its President in 2009 . Knowing that the City of Joplin has a close affiliation with NLC, Ms. Novak is an available resource to help engage the City Council in the PBB process. As Kathie states:

"I so believe in what the Center is doing...helping elected officials and communities really understand their financial situation, better communicate that information to their citizens, and use that information to make the best decisions possible for their communities in light of changing economic situations. The tools they have developed help policy makers move from the "What we know we need/would like to do" to the "How do we actually make it happen." I wish I had this available when I was in office!"

The creative and innovative process, developed by ***CPBB,*** enables communities to reassess their priorities in order to make sound, long-term funding decisions. Establishing a mission-driven organization solidifies ***CPBB's*** focus on being a trusted advisor and a dependable, objective resource, assisting local government leaders who are seeking service excellence, transparency to their stakeholders and a strong desire to achieve the Results that are important to their community.

1.4.2 Organizational Structure

CPBB has implemented their pioneering approach to ***Priority Based Budgeting*** in over 80 organizations across the United States and Canada. Having demonstrated success in helping these other jurisdictions, truly sets us apart as a leader in this particular body of work and makes us uniquely qualified to assist the ***City of Joplin***. As additional, the elements below are of importance as this proposal is being considered:

1. ***CPBB has implemented PBB in organizations and communities of all sizes but many that are equally as large or even larger than the City of Joplin*** – it is of critical importance to note that our team has a successful track record in assisting similarly large and complex organizations as the ***City of Joplin*** in implementing this process. Our list of references will demonstrate that organizations of similar size such as the cities of Boulder, CO, Wheat Ridge, Kenmore, WA, Roswell, GA, Kalamazoo, MI and Plano, TX have successfully brought this process to their communities as well as those that are much larger, including the cities of Cincinnati, OH, Edmonton, AB and Gaston County, North Carolina. Our unique differentiator is that the processes and tools developed by ***CPBB*** have proven effective, scalable, and best of all, repeatable in communities of all sizes and demographics.

2. ***CPBB is currently working within the State of Missouri with an implementation of PBB in the City of Branson, Missouri*** – in similar fashion, CPBB responded to a RFP from the City of Branson in 2013 for a two-year phased-in implementation of a "*Budgeting for Outcomes*" process. Their Finance Director and newly appointed City Manager both determined that **CPBB's** approach of ***Priority Based Budgeting*** was truly the best "fit" to achieve what their Board of Alderman had requested – a way to align the goals set forth in their newly adopted "Community Plan 2030" with the allocation of resources in the budget process. Phase I has been completed and within the next month, the final ***"Resource Alignment Diagnostic Tool"*** is scheduled to be presented to City staff and their Board of Alderman. While they are the first community in Missouri to implement PBB, the City of Joplin would be considered to be a pioneer of this work within the State of Missouri.

3. ***CPBB is has a level of familiarity, a unique perspective and a personal connection the City of Joplin, both as an organization and a community*** – as stated previously, co-founder Jon Johnson lived in the community for over 30 years and served the City organization for five of those years as its Finance Director. He feels a strong commitment to ensure that the process is successfully implemented and that the long-term benefits of PBB will benefit the community where he grew up and where his family still lives

In terms capacity, it is important to note that it is the ***CPBB's*** policy not to propose on any RFP unless it is fully equipped to complete the project on-time and within the agreed upon budget. ***CPBB*** is submitting this proposal with a commitment to the City of Joplin that sufficient capacity exists to complete the scope of work outlined in the recommended ***Scope of Work Requirements*** section.

Project Management

CPBB has established several keys to successfully managing a ***PBB*** project that will be incorporated into a successful project for the ***City of Joplin***. Upon launching the ***PBB*** initiative, ***CPBB*** will recommend an initial "Project Management" meeting to accomplish the following objectives:

- ***Review and discuss "Project Approach" and "Project Plan"*** – coming to a common understanding and agreement about the recommended scope of work ("Project Approach") is fundamental to the success of this project. ***CPBB*** will detail how the ***City's*** work to date can be leveraged and used as a foundation to build upon, as the remaining elements of ***PBB*** are implemented.
- ***Establish City Project Team members and structure*** – ***CPBB*** will share with the ***City*** lessons learned and experiences from other successful ***PBB*** implementations with specific emphasis on establishing a core "*Project Team*." ***CPBB*** has found it very effective to include the following individuals from the City as key members of the project team:
    - ***City Manager OR Assistant City Manager***
    - ***Finance Director OR Assistant Finance Director***
    - ***Budget Officer or Manager (if different from the Finance Director)***
    - ***Strategic Planning Manager/Coordinator***
    - ***Public Information Officer***
    - ***Designated Project Leader/Liaison*** - main point of contact for project related questions, strategy, timeline and scope management. This may be any of the aforementioned individuals or someone designated by them. Typically the Project Manager will coordinate with ***CPBB*** on a regular basis to check in on the project timeline and on deliverables (both ***CPBB*** and City deliverables), coordinating and communicating any necessary adjustments to the project timeline with the rest of the team.
    - ***City Information Technology Support*** – the primary responsibility of this team member is to ensure that City and CPBB technology is tested ahead of any web-based or webinar trainings that take place throughout the project. CPBB will work with this contact to test the PBB Tools, as well as web-based applications (like Go To Meeting, Vimeo, or You Tube typically incorporated into web trainings and recorded sessions).
    - ***City Contracting / Purchasing Contact*** – typically this point of contact will interface with ***CPBB's*** CFO to ensure that any contracting questions are addressed.

While there will certainly be additional team members, having these three role players established up front will ensure that the project proceeds on schedule and on budget.

- ***Review and discuss (and iterate as necessary) change control and problem management procedures*** – ***CPBB*** co-founders Jon Johnson and Chris Fabian will both be directly involved with this project and accessible to the ***City*** for any issues that arise, with Jon serving as the Project Manager. The entire success and credibility of the ***CPBB*** depends on the effective and successful implementation of each ***PBB*** project, thus establishing a clear and open line of communication between ***CPBB*** and the ***City*** is essential.

- ***Review and discuss (and iterate as necessary) project tracking and reporting mechanisms*** – during the initial "Project Management" meeting, ***CPBB*** will recommend the creation of a "checklist" that can be used throughout the implementation process, complete with ***City*** and ***CPBB*** responsibilities and deadlines. Reviewing and adjusting the project timeline ("Project Plan") and the project checklist will be the basis of weekly or semi-weekly coordination meetings between the ***City's*** Project Manager and ***CPBB*** to ensure the implementation process remains on track.

1.4.3 Key Staff Resumes

The ***Center for Priority Based Budgeting***, formed in 2010 by Jon Johnson and Chris Fabian, prides itself in providing creative solutions to local governments struggling to address their own fiscal realities. Our mission is to share our experience and technical knowledge of government financial operations and budget development with organizations that are seeking to achieve ***Fiscal Health and Wellness through Priority Based Budgeting*** that is sustainable for the long-term. Above all, ***CPBB*** strives to be viewed as a trusted advisor and a dependable, objective resource that assists local governments who are seeking service excellence, transparency to their stakeholders and a strong desire to achieve the *Results* that are important to their community. In particular, our experience in dealing with finance-related issues combined with our backgrounds in performance measurement, achievement of efficiencies, and genuine community engagement, makes ***CPBB*** a truly unique and beneficial partner in dealing with fiscal issues and budgetary concerns, especially in these unprecedented and turbulent times.

Prior to the creation of ***CPBB*** in 2010, Jon and Chris worked as independent local government advisors during 2009 after leaving their positions with Jefferson County, Colorado. During that time they were associated with the International City/County Management Association (*ICMA*) as consulting contractors as well as serving as trainers and speakers for the Government Finance Officers Association (*GFOA*) and the Alliance for Innovation.

JON JOHNSON

Jon is co-founder of the ***Center for Priority Based Budgeting***, a mission driven organization whose focus is to help local governments achieve ***Fiscal Health and Wellness*** during these challenging economic times. Jon has more than 28 years of experience as a practitioner in financial administration for municipalities, counties, school districts and public universities. Throughout his career as a finance/budget director, he has been responsible for the management of all aspects of local government finance operations for both small and large organizations. Jon brings with him not only the "hands-on" technical skills associated with the day-to-day financial operations of local governments, but also the ability to apply a diagnostic approach to the analysis needed to assess the ***fiscal health*** of an organization and the management experience to implement the resulting solutions from that diagnostic analysis.

Most recently, Jon served as the Director of Budget and Management Analysis for Jefferson County, Colorado. Previous to that position, he was Assistant Director of Finance for Douglas County, Colorado. Prior to moving to Colorado in 2002, Jon served as the Director of Finance for several municipalities in Missouri, including the City of Blue Springs, the City of Joplin, and the City of Kansas City (MO) Aviation Department. He has also been associated with ICMA as a Senior Management Advisor and with GFOA as a regional trainer and workshop presenter. He served twice on the board of directors for the Missouri

Government Finance Officers Association (GFOA-MO) and was active in its Central and Kansas City chapters. Jon holds a B.A. in political science and a B.S. in accounting from Missouri Southern State University, as well as a master's degree in College Administration from Pittsburg (KS) State University.

CHRIS FABIAN

Chris co-founded the ***Center for Priority Based Budgeting***. During his career, Chris has provided consulting and advisory services to numerous local governments across the country. His consulting experience has focused on public entities at all levels, advising top municipal managers, department heads and program directors from over 60 organizations concerning the fundamental business issues of local government. Of most significance, his work has centered on the budget process as a lever to produce results, accountability and change; performance and outcome-based management; purpose, productivity, and efficiency in operations; and rigorous financial analysis and strategy. Pursing the objectives of *"Budgeting for Outcomes" (BFO)*, Chris was a partner of the consulting team that implemented BFO in Ft. Collins, Colorado, one of the leading organizations using this approach and is now assisting with their conversion to the ***Priority Based Budgeting*** model he developed in partnership with Jon.

Most recently Chris has served as a budget practitioner with Jefferson County, Colorado, where he incorporated the lessons learned from BFO into the development of the ***Priority Based Budgeting*** process. He holds a B.S. in engineering from the Colorado School of Mines.

Jon and Chris have been featured speakers at numerous national and regional conferences webinars, and workshops sponsored by the ***International City/County Management Association*** (ICMA), the ***National League of Cities*** (NLC), the ***National Association of Counties*** (NACo), the ***Government Finance Officers Association*** (GFOA), and the ***Alliance for Innovation*** as well as numerous state and regional organizations such as the ***Municipal Managers Association of Southern California*** (MMASC), the ***Municipal Managers Association of Northern California*** (MMANC), the ***Virginia Local Government Managers Association*** (VLGMA) the ***Tennessee Municipal League*** (TML), the ***Colorado Government Finance Officers Association*** (CGFOA), the Oregon ***Emerging Local Government Leaders***, the ***Association far Pennsylvania Municipal Management*** (APMM), the ***Idaho City/County Management Association*** (IdCMA), the ***New Mexico City Management Association*** (NMCMA) and the ***Michigan Municipal League*** (MML). They have co-authored several articles describing their approach to ***Fiscal Health and Wellness through Priority Based Budgeting*** for local governments including:

- ***"Getting Yaur Priorities Straight"*** published by ICMA in the June 2008 issue of ***PM Magazine***
- ***"Leading the Way to Fiscal Health"*** published by Government Finance Officers Association (*GFOA*) in their December 2008 issue of the ***Government Finance Review***
- ***"It's All in the Questions: The Manager's Role in Achieving Fiscal Health"*** a two-part article appearing in the September and October 2009 issues of ***PM Magazine***
- ***"Anatomy of a Priority Based Budget Process,"*** co-authored with Shayne Kavanagh of GFOA, published in the May, 2010 issue of the ***Government Finance Review***
- ***"Anatomy of a Priority Based Budget Process,"*** a white paper on **"Priority Based Budgeting"** as a best practice, published by GFOA in March 2011, co-authored with Shayne Kavanagh

- "***Seeing Things Differently***," published by ICMA in the September 2012 issue of ***PM Magazine***

- ***"Embracing the Decade of Local Government – How to Face Challenges and Seize Opportunities"***, to be published by ICMA in the October 2013 issue of ***PM Magazine***

1.4.4 Experience and Qualifications

The ***PBB*** process was first developed by Jon Johnson and Chris Fabian for Jefferson County, Colorado, where both of them served prior to April 2009. After publishing an article in ICMA's professional journal *"Public Management" ("PM")* magazine, Jon and Chris were contacted by several organizations seeking assistance in implementing their ***Fiscal Health and Wellness through Priority Based Budgeting*** initiative. We are honored to be working with some of the most notable local governments in the country to implement and integrate our process and have learned so much because of the work we have accomplished together. Non-profit associations such as the International City/County Management Association (*ICMA*), the Alliance for Innovation, the National League of Cities ***(NLC),*** and the Government Finance Officers Association (*GFOA*) are among the most prominent organizations endorsing ***Priority Based Budgeting*** as a best practice – publishing case studies, journal articles and hosting seminars and conferences to promote the accomplishment of cities and counties implementing this work. ***CPBB*** has worked with local governments in located in twenty-six different states and two Canadian provinces. Among those local governments that have worked or are currently working (*) with Jon and Chris to introduce ***PBB*** to their organization are:

- ***ARIZONA*** - Goodyear; Chandler; Queen Creek; Lake Havasu City*
- ***CALIFORNIA*** - Salinas; Hermosa Beach; Temple City; Walnut Creek; San Jose; Monterey; Seaside; Sacramento; Fairfield; Mission Viejo; Palo Alto*
- ***CANADA*** - Edmonton, AB; Alberta Ministry of Health; Strathcona County, AB*; Humboldt, SK*; Beaumont; AB*
- ***COLORADO*** - Boulder; Wheat Ridge; Loveland; Longmont; Fort Collins; Englewood*; Milliken*; Mountain View Fire Protection District. ***FISCAL HEALTH ONLY***: Thornton; Victor; Dillon Valley Water/Sewer District; `Buena Vista; Trinidad*; Mead*
- ***FLORIDA*** - Lakeland; Delray Beach; Plantation; Pasco County; Jupiter*
- ***GEORGIA***- Roswell; Cobb County*
- ***IDAHO*** - Post Falls; Idaho Falls*
- ***ILLINOIS*** - Boone County (Fiscal Health Only)
- ***KANSAS*** - Shawnee
- ***MASSACHUSETTS*** - Bourne
- ***MICHIGAN***- Kalamazoo*; Battle Creek*
- ***MINNESOTA***- Scott County*
- ***MISSOURI*** - Branson*
- ***MONTANA*** - Billings
- ***NEBRASKA*** - Grand Island
- ***NEVADA*** - Douglas County; Henderson*
- ***NEW MEXICO*** - San Juan County; Las Lunas (Fiscal Health Only)
- ***NORTH CAROLINA***- Cary; Gaston County; Asheville*; Garner (Fiscal Health Only)
- ***OHIO*** - Cincinnati: Blue Ash
- ***OREGON*** - Springfield, Tualatin (Fiscal Health Only)

- ***PENNSYLVANIA***- Lehigh County; Duquesne (Fiscal Health Only)
- ***SOUTH CAROLINA*** - Beaufort (Fiscal Health Only)
- ***TEXAS*** - Plano; Corpus Christi (Fiscal Health Only)
- ***UTAH*** - South Jordan*
- **VIRGINIA** - Chesapeake; Christiansburg
- ***WASHINGTON***- Bainbridge Island; Kenmore
- ***WISCONSIN***- Janesville; Washington County*
- ***WYOMING***-Green River

The methodology and approach involved in the implementation of ***CPBB's*** unique and innovative approach to ***Priority Based Budgeting*** are described in this section. We will work with you during the Initial Project Management Meeting to assess the degree to which Steps 1 and 2 have been completed in order to determine what has already been accomplished on which we can build upon as we implement ***Priority Based Budgeting*** in the ***City of Joplin***.

Implementation of "Priority Based Budgeting"

Step 1) IDENTIFY RESULTS - accurate prioritization of programs, reflecting the organization's stated purpose, depends on the comprehensive identification of the Results it exits to achieve.

Results help to identify the very fundamental reasons that a local government exists – articulating all the ways it serves the needs of the community (*as opposed to a list of specific projects or initiatives that need to be considered during the next budget cycle*). They are meant to answer the questions, "***Why to we, as an organization, exist in the eyes of the community" and "What are we in business to do?***" *Results* are more overarching in nature and will "*stand the test of time*," as opposed to more short-term needs or tasks that normally have a targeted "*finish-line*." Finally, *Results* are truly unique to your community, in that they attempt to determine the role of your local government to determine "***why***" it exists and "***why***" it offers the types of unique services it does to the community.

As *Results* are identified, there is a distinction made between ***"Community-oriented Results"***, which help define why certain programs are offered directly to the community, and ***"Governance-oriented Results"***, which help define why internally focused programs are offered by various support functions such as Finance, Human Resources, and Information Technology. Through its research and work with other local governments, ***CPBB*** has found it imperative in achieving the best outcomes from its ***PBB*** process that an organization distinguish between "*Community Programs*" (i.e. programs that directly serve the community) and "*Governance Programs*" (i.e. programs that are more internal in nature and generally support the administration, elected officials and departments within the organization). In order to understand the relevance of *Governance Programs*, we need to evaluate them against different *Results* than *Community Programs*, because *Governance Programs* exist within the organization for fundamentally different reasons than do the *Community Programs*. Even though the scoring criteria might be different for each of these two types of programs, the process allows you to ultimately look at all offered programs from an overall City-wide perspective in the eventual program prioritization array.

The main deliverable for ***Step 1*** includes the identification and articulation of *Results* for both "*Community-oriented*" programs and "*Governance-oriented*" programs, which will be fully utilized as the ***Priority Based Budgeting*** process unfolds. ***CPBB*** will review the ***City's*** existing strategic documents

included its Vision, Mission and Values Statements, Strategic Plan, Strategic Council Goals and/or Community Survey Responses to determine how to leverage these efforts in identifying *Results* for the ***PBB*** process.

Specifically, CPBB will help the City of Joplin IDENTIFY RESULTS by:

- ***Determining both a "starting place" for its Results and the most appropriate way to validate those Results with its elected officials.***
- ***If determined to be the best approach, conducting a "Results Validation" exercise to confirm that the City Council believes the Results that have been identified are complete, comprehensive and clearly articulate "why" the City exists and "what" it is there to accomplish for it's residents, businesses and visitors.***
- ***If desired, providing suggestions on how the community could be engaged to validate these Results either during the initial implementation of PBB or in future years as the process continues to grow and mature.***

Step 2) CLARIFY RESULTS DEFINITIONS - precision in Priority Based Budgeting depends on the clear articulation of the cause and effect relationship between a program and a defined Result. With clearly defined "Result Maps," detailing the factors that influence the Results the organization is in business to achieve, it can seek to minimize subjectivity in the process of linking those Results to programs or services offered to the community.

CPBB will lead identified stakeholders (i.e. the City Council, City administration, department heads, key department staff members, boards and commissions members and/or other community members) through an online exercise to develop comprehensive definitions for your organization's *Results* that were identified as outlined in ***Step 1***. Participants in this virtual "*brainstorming*" exercise will contribute by expressing their views as to the variety of ways that the organization's *Results* can be achieved. From these responses, ***CPBB*** with compile and organize all of those answers into similarly themed groups that form the basis for each of the *Result* definitions. ***CPBB*** will facilitate a discussion with participants in the exercise to ensure that the themes have been appropriately identified and that there are no "*missing*" themes that need to be included. The technique is called ***Affinity Diagramming*** - a proven and powerful method that: a) gathers large and comprehensive amounts of information about all of the different ways your organization's *Results* can be defined, and b) does so in an extremely efficient manner that makes the most optimal use of the participant's time while still producing complete definitions.

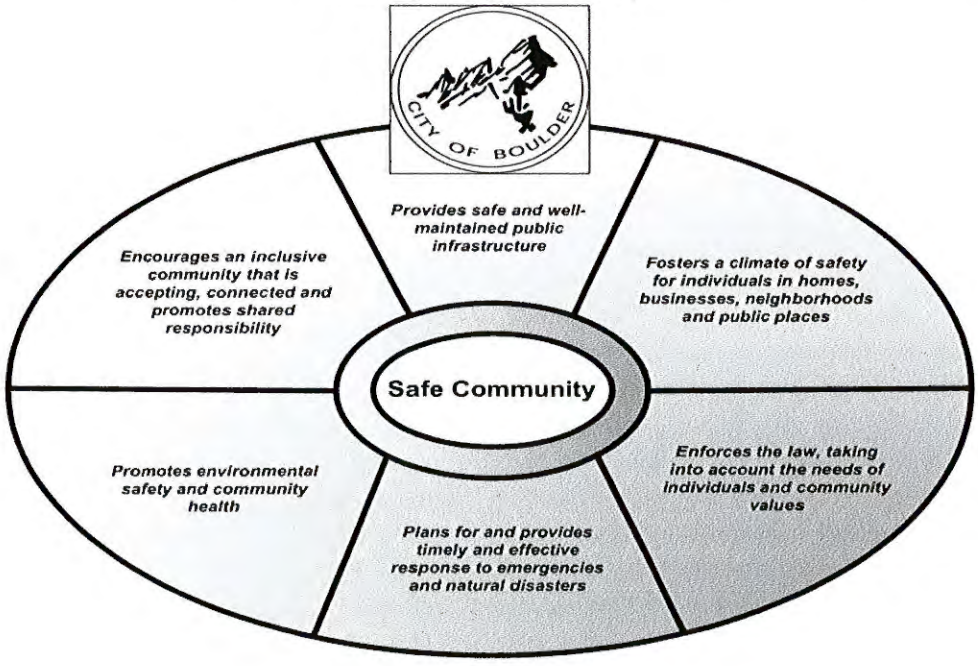
Following the exercise, ***CPBB*** will produce draft "***Result Maps***" for each of your organization's stated *Results*. These "***Result Maps***" provide a simple, graphic way to organize and articulate the concepts identified in the facilitated exercise as the definitions around each *Result*. "***Result Maps***" serve as one of the key criteria for *program scoring*, which will take place in ***Step 4*** outlined below.

CPBB prides itself on its ability to train staff from the organizations it has worked with on the approach to ***Affinity Diagramming***. Staff from your organization will not only participate in the development of the organization's "***Result Maps***", but will also be trained so that they may conduct their own "***Result Mapping***" sessions when facilitating their own "brainstorming" sessions involving staff or citizens.

Specifically, CPBB will help the City of Joplin CLARIFY RESULTS DEFINITIONS by:

- *Utilizing the proven "Result-mapping" technique in facilitating an online exercise to engage staff and other stakeholders in defining ways in which each of the City's identified Results can be accomplished. The exercise uses affirmative inquiry and open-ending questioning to garner the variety of responses that help define the organization's Results. It also lends itself well to future community engagement opportunities, if desired.*
- *Facilitating an online exercise to establish the City's "Governance" Results to support the prioritization of internally focused programs (i.e. Finance, Fleet, Human Resources, Information Technology, Facilities, etc.).*
- *Summarizing the responses provided during the "Results Mapping" exercise to capture the entirety of ideas offered by the participants.*
- *Crafting Results Definitions from the responses offered and developing "Result Maps" for each of the determined Results for approval by elected officials and/or staff, leveraging any work already completed in previous strategic discussion or goal setting to further articulate the associated definitions ("sub-results") for each of the stated Results.*
- *Coaching staff on how to facilitate a process with the City Council, City administration, Department Heads, and/or other internal or external stakeholders to "weight" the relative importance of the organization's stated Results, which may be used to establish the Result weighting factors utilized in the calculation of program scores. This is another effective opportunity to potentially engage community stakeholders in the process of validating the organization's Result Definitions.*

This graphic illustrates a "Result Map" from the City of Boulder, Colorado that clearly defines their Result of achieving a "Safe Community."



Step 3) IDENTIFY and COST ONGOING PROGRAMS and SERVICES - differentiating programs and services offered by the organization to the community, as opposed to drawing only a comparison between each of the individual departments that provide services to the community, builds a common understanding of exactly what the entire organization offers to its constituents (and what those programs cost) and leads to a more effective means of making discrete resource allocation decisions through the Priority Based Budgeting process.

One of the key objectives that the ***City of Joplin*** will achieve with this process is the identification of programs and services it offers, as well as the cost for these programs. The ***"Program Inventory"*** will clarify the breadth of services provided by your organization, and highlight key characteristics of each program *(e.g., the full cost of providing the program and level of revenues that program directly generates to support its operations).* The inventory is a tremendously valuable tool in and of itself, but is also the basis for discussion of prioritizing resources – programs are prioritized based on their influence on *Results* (which will be the focus of ***Steps 4 and 5***).

Many organizations attempt to *"prioritize"* their spending by comparing one department or division against another rather than determining which of the typically hundreds of programs and services offered across the organization are more highly valued than others. By developing a comprehensive list of programs offered by the organization and identifying the costs of those services, your organization will be able to better understand at a more discrete level what programs it provides and how much it costs to provide them.

CPBB founders wrote the guidelines for developing a ***"Program Inventory"***, as published by the Government Finance Officers' Association (GFOA) white paper on ***Priority Based Budgeting***, entitled ***"Anatomy of a Priority Based Budgeting Process"*** (GFOA, 2011). These guidelines form the basis for ***CPBB's*** work with an organization in developing a ***"Program Inventory"***. Critical to this process is finding the right level of detail when identifying discrete programs. If a program is too big or encompasses too much, it will not provide sufficient perspective and information – that is, it will be very difficult to describe the

Tool Profile: Program Costing Tool

Individual elements of the ***Priority Based Budgeting*** approach can actually be valuable, in and of themselves. Getting to a program level understanding of "*what you do,*" and a transparent and accurate understanding of "*how much it costs*" to provide those programs is a critical ingredient for understanding what options you have as an organization to change what you're currently doing. Furthermore, the only way to get to the answer of questions like "*can we provide this program more efficiently,*" or "*are we the best source to offer this service,*" or "*are we truly recovering the direct AND indirect costs for providing this service"* requires a more complete understanding of what the program ***"is"***, and how much it costs.

Besides being useful for ***Priority Based Budgeting***, you'll have a Tool that:

- allows you to evaluate established or potential fees, rates and charges on a program-by-program basis;
- allows you to compare your organization with other public or private sector providers to help evaluate the efficiency or appropriate sourcing of your programs;
- allows departments to gain a better understanding and more clearly communicate, at a program level, what they do and how much it costs;
- allows you to clearly see how your workforce is associated with programs (i.e. - what are staff spending their time doing);
- and ultimately allows you to transition your approach to budget development from "line-item budgeting" to "program budgeting" - a key breakthrough!

precise value the program creates, or to use program cost information in decision making. However, if program definitions are too small, decision makers can become overwhelmed with detail and be unable to see the big picture. ***CPBB*** will work with your organization to establish the right level of discretion in the creation of "***Program Inventories***".

CPBB will provide a webinar workshop to instruct departments in the development of program inventories and will also provide the ***City*** with an illustrative listing of program examples gathered from other organizations that have implemented the ***PBB*** process for its review and use in refinement of its own "***Program Inventory***". This will provide the ***City*** with the assurance that it has developed a complete and comprehensive listing of all activities at a level discrete enough to offer the full benefit of the ***PBB*** process. ***CPBB*** will also evaluate the submitted "***Program Inventory***" listings and provide feedback and recommendations to ensure that these listings are properly "sized", are representative of programs offered rather than tasks performed, are clearly articulated in terms of the program name assigned and are reflective of only "ongoing" programs and services as opposed to one-time initiatives or capital-related projects.

With respect to identifying costs for each of the programs identified, ***CPBB*** will provide a webinar workshop and the necessary worksheet templates in order to train staff on how to derive these program costs, as well as serve as an ongoing resource to staff in providing assistance in the estimation of these costs. ***CPBB*** will provide guidance and coaching that will offer your organization techniques and methodologies used in calculating indirect and direct ***program costs*** and identifying the number of staff associated with each program offered with ***CPBB's*** proven cost allocation tools and templates. ***CPBB*** utilizes its unique and intuitive "*Program Costing Tool*" that truly simplifies the process of developing program costs through a step-by-step approach that is a shared "*task*" between each operating department and Budget staff – where each fills in the relevant information that they are best suited to provide.



This screen capture illustrates an individualized departmental "Program Costing Tool" for the City of Wheat Ridge, Colorado's Police Department's Patrol Division

Specifically, CPBB will help the City of Joplin IDENTIFY and COST ONGOING PROGRAMS and SERVICES by:

- ***Providing a webinar workshop to help department heads and other identified staff gain a better understanding of how to define and identity the individual programs and services that are offered by each individual department and to provide guidance in distinguishing between a task (too small to be considered a program) and a department/division (oftentimes too large to be considered a program).***
- ***Sharing an illustrative listing of program examples gathered from other organizations that have worked with CPBB to use in developing and/or refining its own "Program Inventory".***
- ***Providing worksheets, feedback and coaching in support of the organization's overall efforts in developing individual department's "Program Inventory" listings.***
- ***Providing a webinar workshop to help department heads and other identified staff gain a better understanding of how to utilize CPBB's "Program Costing Tool" to determine program costs.***
- ***Developing individualized department and/or division "Program Costing Tool" templates to assist in the determination of program costs and associated FTE needed to provide the program; effectively "flipping" your line item budget to a program budget.***
- ***Providing guidance and coaching to department heads, division directors, managers and/or supervisors to train them on techniques and methodologies used in calculating program costs (including direct and indirect costs) and identifying the number of staff associated with each program offered (if desired).***

Step 4) VALUE ONGOING PROGRAMS BASED ON RESULTS - with the right Results, and with clear definitions of those Results, the organization is then ready to more accurately place a value on individual programs (and potentially one-time initiatives) relative to its influence on achieving the organization's stated Results.

In ***Program Evaluation or Scoring*** phase, it is essential to give departments the opportunity to first score their own programs, relative to your organization's *Results* and demonstrate why they believe their programs are influential in achieving those *Results*. This gives departments the chance to provide their own unique intelligence on their own programs which no one else but the program providers would have known. Not only does this help solidify organizational buy-in but at the same time provides a more thorough and complete understanding about everything the organization does and how those programs help achieve the identified *Results* (i.e. *"why" we offer the program*).

The ***Peer Review*** phase then provides for an authentication process to validate (*and perhaps question*) the department's belief that their programs are indeed relevant to your organization's *Results*. Several organizations have commented that, unlike other more conventional approaches to performance measures, ***Peer Review*** provides a forum for a far better discussion that leads to a clearer understanding of how programs truly influence *Results*. Furthermore, departments gain an organization-wide perspective about programs being offered across your organization, which has led to the uncovering of program redundancies. This step in the process has led to cross-departmental collaboration, as departments find out that they provide similar programs to other departments. This process has also contributed to changes in organizational culture as departments are tasked with the duty of objectively analyzing programs that aren't their own (i.e. *a "jury of their peers"*).

The effect of ***Peer Review*** has been remarkable, not only for the purposes of ***PBB***, but for bringing an organization together to look at the programs they offer in the context of how they collectively achieve the *Results* that citizens find meaningful. In a sense, ***Peer Review*** begins to break down the old departmental *"silos"* and lets staff see the world from a more global perspective. Ultimately, it is through this step that more accurate *program* scores emerge, that a better understanding of *programs* is developed, and an assurance that the outcome of the entire process is objective and valid. For the long-term, this phase in the process sparks the discussion of how to determine what measure or metric will substantiate the fact that a program's desired outcome is achieving that objective.

Specifically, CPBB will help the City of Joplin VALUE ONGOING PROGRAMS BASED ON RESULTS by:

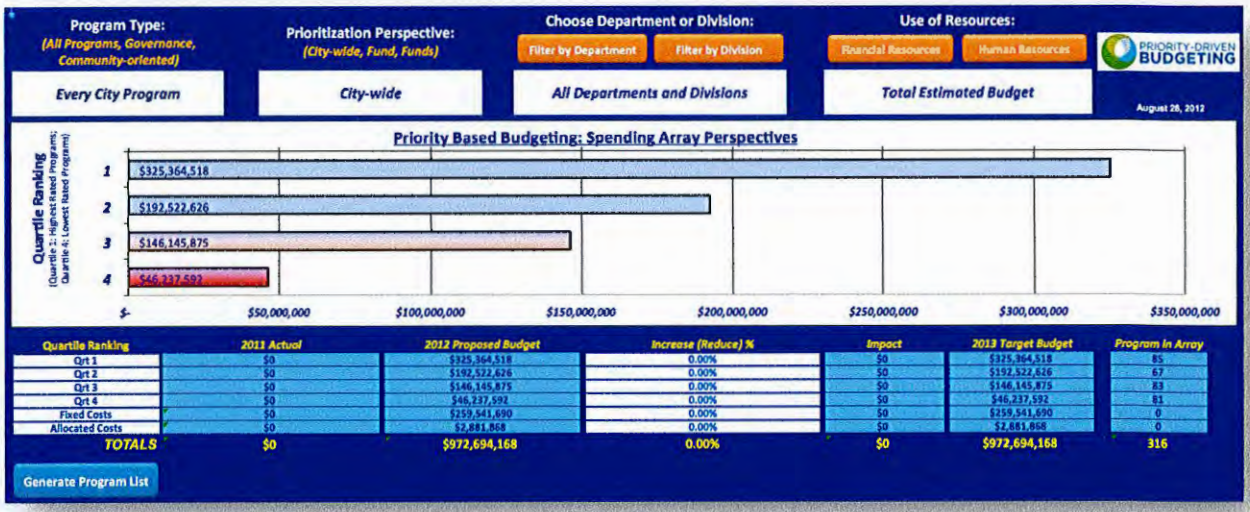
- ***Facilitating with a discussion with the project team to identify "Basic Program Attributes", which help determine what additional characteristics in addition to Results would make a program a high priority.***
- ***Providing a webinar workshop for department heads, division directors, managers and/or supervisors to train them on the how to evaluate programs against the identified Results and Basic Program Attributes in the Program Scoring phase.***
- ***Creating individual departmental "Program Scorecards" that facilitate the organization's effort to score programs based on the program's influence on Results and on the identified "Basic Program Attributes".***
- ***Providing coaching and support to the departments as program scoring is completed.***
- ***Providing guidance and assistance in the development of Peer Review Teams to ensure they are cross-functional in nature and maintain the level of objectivity needed to make this phase of the process successful. This is another part of the process where including elected officials and/or external stakeholders from the community is a potential area of interest.***
- ***Providing coaching and support to the Peer Review Teams in the evaluation of program scores, encouraging them to interview program managers to hear evidence that justify assigned program scores, and then recommending program score adjustments where appropriate.***
- ***Offering suggestions as to the incorporation of existing performance measures as an evaluation criteria in the Peer Review process as well as the development of key indicators for use in future years.***
- ***Accumulating the information provided through the program scoring and peer review phases into a "Master Program Scorecard".***
- ***Developing an "Impact of Peer Review Report" to identify the impact of changes to the department's initial program scored made by the Peer Review Teams.***
- ***If desired, coaching the organization on how to utilize a similar process in evaluating significant capital projects and other one-time initiatives to determine which of these are of the highest priority in terms of accomplishing the organization's overall Results.***

***Step 5) ALLOCATE RESOURCES BASED ON PRIORITIES** –ultimately, the Results identified and defined by the organization and the programs that are the most highly valued in terms of achieving those Results become clearly articulated in the budget through a process in which resource allocation decisions are linked to the prioritization of those individual programs and services.*

Once programs have been scored against the *Results* and a relative value determined, the entire list of your organization's offered services can be arranged in order of "*highest priority*" (those programs most relevant in achieving the organization's stated *Results*) to "*lowest priority*" (those programs that are less relevant in achieving those *Results*). The programs are then grouped into four "***Quartiles***" based on the similarity of the scoring ranges, with *Quartile 1* representing those programs of the highest priority and *Quartile 4* including those programs of the lowest priority.

Individual costs are then associated with each program in order to develop a final "*Spending Array by Quartile.*" ***CPBB*** takes this information and develops a customized "***Resource Alignment Diagnostic Tool***" that can be utilized by the organization in 1) assessing its spending profile in terms of aligning resources with identified priorities; 2) developing "*target budgets*" for departments based on their individual prioritized spending profile and 3) analyzing programs using the "***Resource Alignment Diagnostic Tool's***" unique filtering capabilities.

This graphic depiction from the City of Cincinnati, Ohio of its "***Resource Alignment Diagnostic Tool***"



helps illustrate how the *Results* of an organization's ***Priority Based Budgeting*** work can be used to derive departmental resource allocation *"targets."*

With the "***Resource Alignment Diagnostic Tool***", your organization will have a "*unique lens*" to see your programs not only in terms of their relevance to *Results*, but also in light of mandates, fee structures, citizens' reliance and community partnerships. This *unique lens* allows staff to efficiently analyze programs and gain insights into areas such as:

- *Programs supported by specific user-fees **VS.** those funded through general government revenues (taxes)*

- *Stringently mandated services **VS.** programs without any legislative requirement*
- *Programs that the community depends exclusively upon the local government to provide **VS.** programs offered by other entities in the community (private, non-profit, etc.)*
- *Programs that are benefit the majority of the community's stakeholders **VS.** programs thot serve only a small constituency*
- *Programs that are experiencing an increase in demand fram the community **VS.** programs that are experiencing a lesser demand than before*
- *Programs that highly achieve one or more af the local government's stated Results **VS.** those programs that do not help to achieve any of those Results.*

In addition, the ***"Resource Alignment Diagnostic Tool"*** provides staff and the ***City's*** elected officials with a way to engage in more powerful and meaningful discussions that address questions such as:

- *What services are truly mandated to be provided by the local government, and how much does it cost to fulfill those mandates?*
- *What programs are most appropriate ta consider a discussion about establishing or increasing user-fees?*
- *What programs are most appropriate for discussions about partnerships with other service providers in the community?*
- *What services might the organization consider "getting out of" the business of providing altogether?*
- *Where ore there apparent duplications in services offered across the organizotion thot might lead to a meaningful efficiency discussion?*
- *How can succession planning be incorporated to focus on training staff providing lower priority programs to fill the positions left vacont in higher priority progroms?*

Specifically, CPBB will help the City of Joplin ALLOCATED RESOURCES BASED ON PRIORITIES by:

- ***Calculating final program scares and developing the quartile rankings for all the organization's programs and services based on their relative score.***
- ***Calculating and applying a "weighting factor" to each Result as determined by the responses from the "Results Weighting Exercise" (if desired).***
- ***Associating program casts and associated FTE counts with the scored pragrams to develop a final calculation of the organization's total budget by quartile ranking (the "Spending Array by Quartile" – a summation of program costs by quartile ranking).***
- ***Providing the organizatian with an interactive "Resource Alignment Diagnostic Tool" that will guide all resaurce allocation decisions based on the prioritization of programs (allowing allocations to be summarized by Fund, Department, Division etc.).***
- ***Training staff on how to use the "Resource Alignment Diagnostic Tool", providing them with the ability to more effectively analyze programs by way of the filtering capabilities of the "Tool", offering a unique perspective on the organization's programs, which leads to more powerful and meaningful discussions about how resources can be effectively utilized to achieve the desired Results for the community.***

- *Offering guidance in using the "Resource Alignment Diagnostic Tool" to identify which of the City's highly relevant programs should be evaluated in terms of effectiveness and efficiency and how to use the PBB process to continuously refine performance metrics to ensure the identified Results are being achieved.*
- *Providing a high level interpretive analysis of the data available in the "Resource Alignment Diagnostic Tool" and identifying opportunity areas for discussion related to programs and their continued relevance to the organization.*
- *Offering suggestions on how to use the "Resource Alignment Diagnostic Tool" in the calculation of departmental "target budgets" based on the availability of ongoing revenues and the individual department's prioritization profile.*
- *Recommending ways to incorporate PBB into the City's current budget development process as well as providing "Budget Transmittal Form" templates to guide departments in communicating their recommended program level budgets within the context of PBB and to demonstrate the allocation of general government resources is being focused on higher-priority programs. (if desired).*
- *Presenting the final "Resource Alignment Diagnostic Tool" to City staff and, if desired, to the City Council.*

Development of the "Fiscal Health Diagnostic Tool"

ASSESS THE CITY'S "PICTURE OF FISCAL HEALTH" **–*Fiscal Health* is achieved by properly diagnosing the symptoms and causes of an organization's budget issues, allowing them to "*prescribe*" the correct treatments that can alleviate their fiscal distress. Applying the wrong treatment will not "*cure what ails*" them and may even make matters worse. Once their organization is fiscally healthy, it can then become financially sustainable in the long term by implementing a *Fiscal Wellness* regimen that revolves around the principles of *Priority Based Budgeting***

CPBB helps lead organizations to fiscal health by uncovering the root cause of its "*ailments*," and then prescribing and applying the correct and most effective treatment options that will ensure fiscal stability. Prescribing treatments without analyzing the symptoms and causes could lead to an improper diagnosis and a worsening of the organization's fiscal "*dis-ease*." Preventative diagnosis might also uncover potentially unhealthy practices that could easily be corrected before the organization's fiscal health is compromised. Local governments choosing to implement the concepts of ***Fiscal Health*** as a treatment regimen are making substantial progress because they are doing the analytical work required to more accurately diagnosis the reasons behind their fiscal issues and then determining the best treatments that lead to a viable cure.

The following are illustrative of how ***CPBB*** helps organizations diagnose their fiscal problems, and then work to resolve them, based on achieving 5 key principles of ***Fiscal Health***, including the development of the "***Fiscal Health Diagnostic Tool***"

1) "Spending Within Our Means"- focusing on the alignment between ongoing sources and ongoing uses and on the alignment between one-time sources and one-time uses.

*Specifically, this "**Fiscal Health Diagnostic Tool**" helps communities*:

- Shift the focus of forecasting and budgeting from expenditures to revenues.
- Establish alignment between ongoing revenues and ongoing expenditures and between one-time sources and one-time uses.
- Base resource allocation strictly on available (*and reliable*) ongoing revenues and one-time sources (*as opposed to historical or forecasted expenditures*).
- Distinguish between ***general government*** revenues (*taxes, franchise fees, etc.*) ***program*** revenues (*user fees, grants, permits, etc.*); and understand the relative reliance of each funding source.
- Require that reductions in specific program revenues be offset by equal reductions in expenditures for that same program.
- Minimize reliance on volatile revenues sources to fund ongoing operations.

2) Establishing and Maintaining Reserves – focusing on fund balance reserves and the monitoring tools in place to protect those reserves.

*Specifically, this "**Fiscal Health Diagnostic Tool**" helps communities*:

- Understand the importance of establishing a written working capital/emergency reserve policy.
- Create an inventory listing of all reserves maintained across the organization and assess the adequacy and appropriateness of reserved and unreserved fund balances, eliminating any that are excessive, unnecessary or duplicated *(having "too much" may be as problematic as having "too little" if there is no plan for how the funds are to be used to benefit the community).*
- Develop appropriate monitoring mechanisms that ensure reserves are being held in full compliance with all required restrictions, reservations or designations of fund balance.

3) Understanding Variances - focusing on disparities between budget projections and actuals to look for opportunities to shift resource allocations from areas where they are not needed and more importantly improve the accuracy of revenue and expenditure forecasts by eliminating the impact of recurring historical variances.

*Specifically, this "**Fiscal Health Diagnostic Tool**" helps communities*:

- Determine specific reasons for the occurrence of variances and adjust future budgets to be more in line with actual experience.
- Identify programs or services where resources have historically been "*over-allocated*," allowing for those resources to be re-allocated to other areas of need.
- Improve the accuracy of revenue and expenditure forecasts by better isolating and identifying emerging trends as well as eliminating the impact of recurring historical variances.
- Identify where resources have been allocated on a regular basis for one-time or cyclical costs, contingencies and/or worst-case scenarios and re-allocate those ongoing resources where possible.
- Ensure that expenditures related to multi-year capital projects are budgeted in the years in which costs will be incurred to prevent large unplanned budget appropriations *("carry-forwards").*

4) Being Transparent About the "True Cost of Doing Business" – focusing on ensuring that appropriate internal service and administrative costs are shouldered by the programs that benefit from those services, ensuring that fees for services are capturing both direct and indirect costs (appropriate for cost recovery objectives) and ensuring that the full cost of offering programs and services is clearly articulated and understood.

*Specifically, this "**Fiscal Health Diagnostic Tool**" helps communities*:

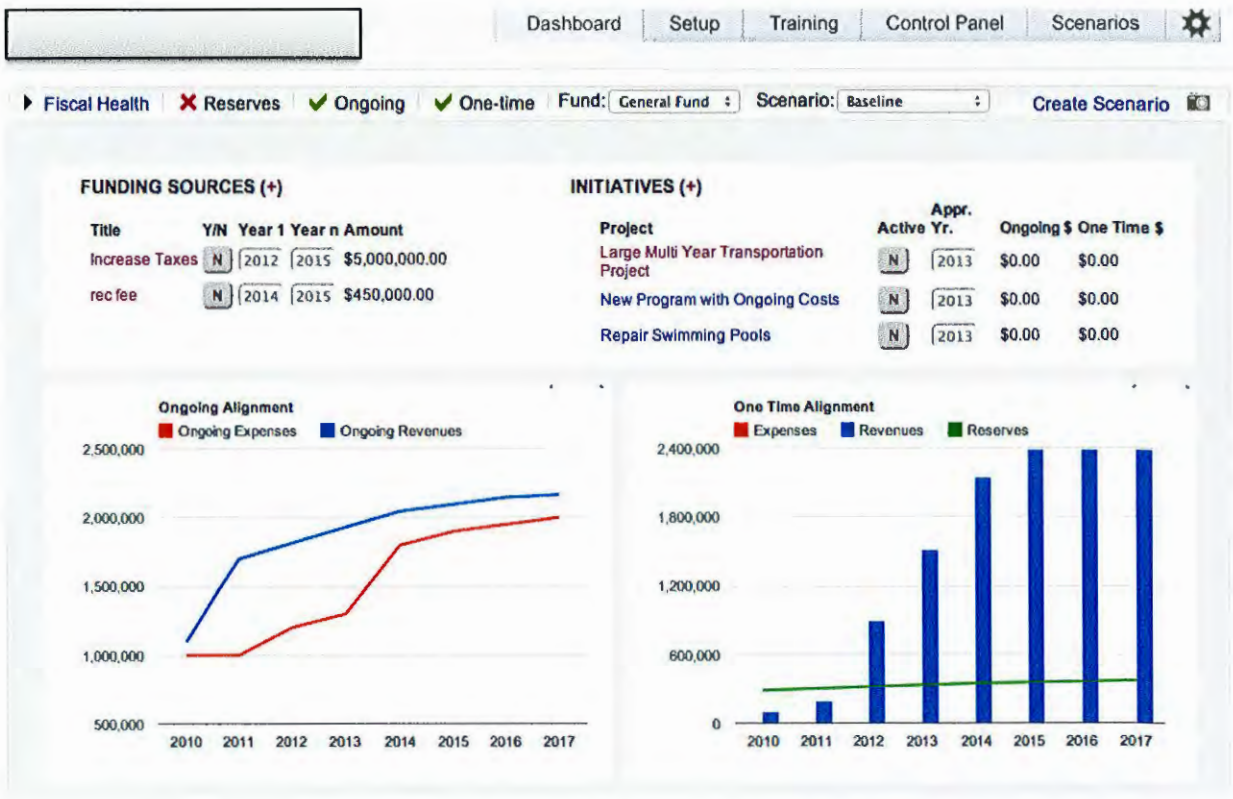
- Understand the importance of allocating appropriate internal and indirect costs so that the burden is shared by the programs (*and other accounting funds*) that demand and use those services.
- Ensure that fees for services, where some level of cost recovery is expected, capture both direct and indirect costs associated with providing the service.
- Identify opportunities to establish, when appropriate, internal service funds for those departments that exist primarily to provide services to internal customers, in order to align cost and level of service with customer demand.
- Understand the importance of identifying the total cost (*including direct and indirect costs*) of providing all programs.
- Encourage the use of a formal ***Cost Allocation Plan*** or other internal cost allocation process to establish the methodology by which overhead and administrative costs can be allocated to user departments and/or to various accounting funds, potentially relieving the burden on the General Fund where these types of costs normal "*reside*."
- Develop asset replacement/maintenance plans and perform asset utilization studies.

5) Incorporating Long-term Planning into Decision Making – focusing on the inclusion of all long-term plans prepared by the organization into financial forecasts and the budget process as well as the associated incorporation of relevant external economic influences. Additionally, insuring that the organizations use clear and concise modeling tools to communicate forecasts, assess impacts of treatment solutions and identify impacts of budget decisians.

*Specifically, this "**Fiscal Health Diagnostic Tool**" helps communities*:

- Understand the impact of relevant external economic influences and incorporate them into forecasts and budget projections.
- Identify and incorporate all long-term plans prepared throughout the organization into long-term forecasts.
- Develop revenue and expenditure forecasting methodology.
- Prepare a comprehensive Capital Improvement Plan (*CIP*) that spans a period of at least five years and includes all potentially significant one-time expenditures as well as any associated ongoing operating costs.
- Assimilate all elements of fiscal health into our ***"Fiscal Health Diagnostic Tool,"*** a scenario-planning model that helps ensure decisions are made with an understanding of their impact on the organization's future financial picture while upholding the objectives of ***Fiscal Health***.
- Through the ***"Fiscal Health Diagnostic Tool,"*** developing a simple, graphic communication device that is used consistently to provide decision makers with financial information at a summarized level.

This graphic is a depiction of the "***Fiscal Health Diagnostic Tool,***" created by ***CPBB,*** to help illustrate how an organization utilize a simple model to communicate its fiscal "*condition,*" monitor its ***Fiscal Health*** and do interactive, real-time scenario planning and forecasting with decision makers.



The screen capture above is from the web-based "Fiscal Health Diagnostic Tool"

The implementation process to develop the web-based "***Fiscal Health Diagnostic Tool***" is described in further detail on the pages that follow.

Initial Data Collection

Depending on the amount of financial history that the ***City of Joplin*** wants to incorporate and how easily the most accurate and complete financial records can be produced, ***CPBB*** will provide templates and advisory assistance to the ***City*** in accumulating the data required to sufficiently populate the model. Most of the data needed to develop the model should reside in the organization's financial system (i.e. historical and budgeted revenue and expenditure amounts). In addition, the ***City*** will need to gather information from its adopted reserve policies in the funds to be modeled (or minimum reserve thresholds) as well as information related to its "Capital Improvement Plan" (CIP). With regard to the data that is pertinent to future financial forecasts, ***CPBB*** will work with the organization to determine what (if any) data exists already that could aid in the development of revenue/expenditure forecast and future scenario planning.

Ongoing versus One-time Analysis

CPBB will work with the ***City*** to review both revenues and expenditures, in order to differentiate between *"**ongoing**"* and *"**one-time**"* sources and uses. ***CPBB*** will provide feedback and recommendations to the ***City*** in order to appropriately classify the sources and uses as *"**ongoing**"* or *"**one-time**"* in nature, and in some instances may propose that a portion of a particular source or use be split between a classification of *"**ongoing**"* and *"**one-time**"* - where a portion of the source or use is determined to be reliable or predictable, and another portion is more volatile or speculative.

- ***Revenue Analysis:*** For each of the funds being modeled, the total sources of revenue to the organization will be differentiated between *"**ongoing**"* sources – those that are reliable or predictable sources of income - and *"**one-time**"* sources – those that can only be *"spent"* once. Examples of *"**ongoing**"* revenue streams include the *"reliable"* component of sales tax revenues, franchise fees, utility rates and charges based on system demand, and perhaps a conservative estimate for interest income revenues associated with reserved fund balances. Examples of *"**one-time**"* sources include fund balance (*reserved or unreserved*), grants that are one-time in nature or have a certain "expiration" date, fees for a specific projects or initiative, and potentially volatile interest income.

- ***Expenditure Analysis:*** For each of the funds being modeled, total expenditures will also be differentiated between *"**ongoing**"* costs - those expenses for costs related to the ongoing operations of the organization – and those uses that are more *"**one-time*** in nature. Examples of *"**ongoing**"* costs include personnel *(salary and benefits)*, supplies, energy, regular maintenance and other daily expenditures association with the day-to-day "running" of the organization. Examples of those expenditures that are more *"**one-time**"* in nature include capital project expenditures, other projects or initiatives undertaken once or on a less than annual basis, emergency / contingency initiatives, or other non-recurring expenses.

The graphic below illustrates the process of organizing revenues and expenses into either "Ongoing" or "One-time" (or both) categories

Fund: General Fund

Income (Add Year)

	Ongoing	One Time	Total				
2009	$1,000,000	$100,000	$1,100,000	(-)	2010	$1,100,000	$0	$1,100,000	(-)
2011	$1,200,000	$0	$1,200,000	(-)	2012	$1,300,000	$0	$1,300,000	(-)
2013	$1,400,000	$0	$1,400,000	(-)	2014	$1,500,000	$0	$1,500,000	(-)
2015	$1,550,000	$0	$1,550,000	(-)	2016	$1,600,000	$0	$1,600,000	(-)
2017	$1,620,000	$0	$1,620,000	(-)	2018	$1,620,500	$0	$1,620,500	(-)

Fund Balance (Add Year)

	Ongoing	One Time	Total				
2010	$0	$100,000	$100,000	(-)	2011	$0	$200,000	$200,000	(-)
2012	$0	$900,000	$900,000	(-)	2013	$0	$1,515,000	$1,515,000	(-)
2014	$0	$2,145,450	$2,145,450	(-)	2015	$0	$2,391,814	$2,391,814	(-)
2016	$0	$2,391,814	$2,391,814	(-)	2017	$0	$2,391,814	$2,391,814	(-)
2018	$0	$2,391,814	$2,391,814	(-)	2019	$0	$4,012,314	$4,012,314	(-)

Sales Tax (Add Year)

	Ongoing	One Time	Total				
2011	$500,000	$0	$500,000	(-)	2012	$515,000	$0	$515,000	(-)
2013	$530,450	$0	$530,450	(-)	2014	$546,364	$0	$546,364	(-)
2015	$546,364	$0	$546,364	(-)	2016	$546,364	$0	$546,364	(-)

Initial Development of "Fiscal Health Diagnostic Tool"

The culmination of the analysis of "***ongoing***" and "**one-time**" sources and uses, combined with the additional data collected that relates to the ***City's*** financial policies (*for instance, the organization's reserved fund balance policies*) will provide ***CPBB*** with the requisite information to build the customized, web-based "***Fiscal Health Diagnostic Tool***". The initial "***Tool***" development will depict a perspective of the organization's current ***Fiscal Health,*** complete with the historical data for prior years. The final step of the process will generate the information required to allow the organization to develop future planning assumptions sufficient to support the use of the "***Tool***" as a "*scenario-planning*" dashboard.

Financial Forecasting

The maximum value of the ***"Fiscal Health Diagnostic Tool"*** is the ability to visually display a variety of historical, projected and "*what-if*" data, in an analytical format - a "dashboard" approach. This will provide a way for the ***City*** to assess and explore future scenarios and initiatives in an interactive and "real-time" environment. ***CPBB*** will work with the ***City*** to review future assumptions to be built into the model, as well as potential decisions that the organization wishes to model and then evaluate the impacts of those decisions.

As an example, ***CPBB*** will work with the ***City*** to determine an appropriate assumption (*or range of assumptions*) for future sales tax growth (*or decline*) and demonstrate how this assumption impacts the model. ***CPBB*** will demonstrate the "sensitivity" of the model with respect to these assumptions, and recommend to the organization where certain assumptions (like the growth or decline of sales tax revenues) should be considered a readily changeable variable, whereas other assumptions (for instance, a very small and less consequential revenue source such as donations made to the organization) are less impactful and therefore won't be included in the model's dashboard.

CPBB will also work with the **City** to develop an inventory of known future decisions, both of an "***ongoing***" and "***one-time***" nature that may impact the organization's future "*picture of* ***Fiscal Health.***" Clearly, a list of what is included in the organization's Capital Improvements Plan (*CIP*) relative to the accounting funds being modeled is an example of the types of future "decisions" that could be accepted, denied, or sequenced over various time periods, with each scenario producing a different outcome for the organization's future ***Fiscal Health***.

Final Refinement of the "Fiscal Health Diagnostic Tool"

With each of the assumptions developed, ***CPBB*** will complete the organization's "***Fiscal Health Diagnostic Tool"*** and train the appropriate staff as to how the models can be easily updated.

Fiscal Health is a concept promoted and highlighted by such associations as the GFOA, ICMA and the Alliance for Innovation. With the "***Fiscal Health Diagnostic Tool"***, the ***City of Joplin*** will have the capacity to:

- Communicate the City's "***picture of fiscal health***" to elected officials, City administration, staff, bargaining units, residents and other community stakeholders.
- Graphically depict the alignment of "***one-time***" and "***ongoing***" funding sources with the "***one-time"*** and "***ongoing***" expenditure needs of the organization.
- Effectively monitor the ***City of Joplin's Fiscal Health*** position to ensure that decisions made do not impact the level of financial health achieved.

- Access the impact of capital decisions on the ***City's*** financial position, including the evaluation of the impacts of "**ongoing**" operational costs associated with those "***one-time***" expenditures.
- Model the ***City's*** financial forecasts and document the assumptions on which they are based.
- Engage in interactive and *"real-time"* scenario planning.
- Demonstrate the impact of "*today's*" decisions on the ***City's*** five to ten year forecasts

It is anticipated that the development of the "***Fiscal Health Diagnostic Tool***" can be accomplished in a ***two to three month period***, depending on the ready availability of the data being provided to ***CPBB*** by the ***City.***

Proposed Timeline and Costs for Implementation and Future Phases

Once the proposed start date of September 2015 is confirmed, ***CPBB*** will work with the project implementation team to develop a timeline to implement the first year of ***Priority Based Budgeting*** for the ***City of Joplin***. For most implementations, it is expected that a minimum timeframe of ***five to six month*** is required. This timeframe can be expanded based on needs and conflicting workloads of the organization. This time frame may also vary depending on the level of citizen engagement that might be desired ***OR*** the amount of information that might already be in place before the work begins. Once the process is in place and ready to be utilized for the upcoming budget cycle, ***CPBB*** remains available for questions, guidance and general advisory assistance until the ***City*** completes its' budget process.

While the duration of the implementation process is anticipated to span several months, the actual workload placed on staff in the ***City*** is by no means of a "*day-to-day*" nature. The timeline allows for staff to manage their own internal workload and still participate effectively in the process. This timeline also provides for the scheduling of workshops, team meetings and the tasks performed off-site by ***CPBB*** in the development of the various templates used as well as the final ***"Resource Alignment Diagnostic Tool."*** Having experienced processes that burdened organizations with more intense time requirements and having been practitioners in a local government environment ourselves, ***CPBB*** has specifically designed this process to require staff to devote manageable amounts of time along the way as each step is completed.

CPBB's commitment as a mission-driven entity is to make this process available and affordable to any organization that wishes to receive the benefits it can provide. The necessary budget for any organization will depend on the size of the organization and the amount of work that has already been started before ***CPBB*** is engaged. Typically the budget required for the full implementation of ***Priority Based Budgeting***, exclusive of travel related expenses, is between $40,500 and $52,900. However, we pride ourselves in being flexible and reasonable as we engage in conversations with organizations about the implementation process and will work with you in negotiating costs.

Based on the scope outlined in this proposal, ***the total proposed budget for this project with the City Joplin for year one is $43,500.00*** based on the scope of services outlined above. Travel costs will be billed separately on an occurrence basis and will include airfare, lodging, ground transportation (*rental car, fuel, taxi service*); airport parking and a modest individual per diem *($60 per day)*. It is expected that there will be two site visits to the City, one at the commencement of the project to provide an overall orientation and one at the conclusion of the project to present the final "***Resource Alignment Diagnostic Tool***". ***CPBB*** agrees to work cooperatively with the ***City*** to reduce travel costs to the greatest extent possible while still meeting the requirements specified in this proposal.

The ***City*** may be asked and should be prepared to provide certain office supply items for use in onsite workshops such as paper, markers, white boards, and other needs as requested by ***CPBB***. These items are estimated to cost no more than $300.

To assist the City in the refreshment of the ***PBB*** process for a subsequent two-year period after the initial implementation, ***CPBB*** proposes an ***annual cost of $9,500.***

As the City is aware, CPBB has offered to donate the cost of developing the initial ***"Fiscal Health Diagnostic Tool"*** in response to devastating disaster on May 22, 2011. This provides for the modeling of up to three (3) individual accounting funds and access to the online tool for a period of one-year. The equivalent value of this donation is $4,000 for the initial one-year subscription. The City may choose to model additional accounting funds with the initial cost depicted below being reduced by the donated $4,000 amount. For the subsequent two-year period, ***CPBB*** proposes an ***annual subscription fee of $3,500 for the three (3) accounting funds*** donated to the City in year one. The fee structure below will outline the ongoing costs to the City if more than three (3) accounting funds are desired to be modeled.

"FISCAL HEALTH DIAGNOSTIC TOOL" *Subscription Structure*

Number of Accounting Funds	Number of Users	Total Initial Annual Subscription	Total Ongoing Annual Subscription
1	1-3	$ 3,500	$ 3,000
2-3	1-3	$ 4,000	$ 3,500
4-6	4-10	$ 5,500	$ 4,500
7-10	11-20	$ 7,500	$ 6,000
11-20	20-25	$ 9,500	$ 8,000
Over 21	Over 26	$ 11,000	$ 10,000

The quotation of fees and compensation shall remain firm for ***a period of 120 calendar days*** from the submission of this proposal.

1.4.5 References

The following examples of engagements with local government entities are meant to be illustrative of the types of advisory services offered by ***CPBB.*** While ***CPBB*** prides itself in tailoring the process to the needs of each organization, the work done with all organizations is of a similar nature. Based on the number of local governments that have introduced this process into their culture, ***CPBB*** feels they have the technical and creative skill set to work with any entity that wishes to embrace the concepts of ***Priority Based Budgeting***.

1. ***CITY OF BOULDER, COLORADO*** – *November, 2009 – June, 2010 - Implementation of Priority Based Budgeting. The City is in its 5th year of* ***PBB***

    a. *Project Managers:* ***Mr. Bob Eichem****, CFO (and current Board President of GFOA). Phone 303-441-1819. Email:* ***eichemb@bouldercolorado.gov*** *OR* ***Ms. Peggy Bunzli****, Budget Manager. Email:* ***bunzlip@bouldercolorado.gov***

    b. *Project Highlights: CPBB provided facilitation of community engagement to help the City identify and define its Results. CPBB also provided training, coaching and assistance in all phases of implementation from development of Results Definitions; identification of programs; development of program costs; completion of program evaluation (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool".*

2. ***CITY OF WHEAT RIDGE, COLORADO*** – *June, 2011 - September, 2012 - Implementation of Priority Based Budgeting and development of "Fiscal Health Diagnostic Tool". The City is in its 4th year of* ***PBB and Fiscal Health***

    a. *Project Manager:* ***Ms. Heather Geyer****, Administrative Services Director. Phone 303-235-2826,. Email:* ***hgeyer@ci.wheatridge.co.us***

    b. *Project Highlights: CPBB provided training, coaching and assistance in all phases of implementation of Priority Based Budgeting from the identification of Results, development of Results Definitions; identification of programs; development of program costs; completion of program evaluation (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool". CPBB also assisted the City in the development of its "Fiscal Health Diagnostic Tool" which was used to initiate discussions with the City Council related to a proposed tax initiative to be placed on the ballot.*

3. ***DOUGLAS COUNTY, NEVADA*** – *September, 2011 – March, 2012 - Implementation of Priority Based Budgeting. The County has completed its 3rd year of* ***PBB***

    a. *Project Managers:* ***Mr. Stephen Mokrohisky****, former County Administrator and Finance Director (currently County Administrator for Lane County, Oregon). Email:* ***steve.mokrohisky@co.lane.or.us*** OR Ms. Christine Vuletich, Assistant County Administrator and CFO. Phone: 775-782-9097. Email: **cvuletich@co.douglas.nv.us**

b. *Project Highlights: CPBB provided training, coaching and assistance in all phases of implementation of Priority Based Budgeting from the identification of Results, development of Results Definitions; identification of programs; development of program costs; completion of program evaluation (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool". CPBB also assisted with the development of an online citizen survey tool provided by Peak Democracy to reach out to the community in the validation of Results and Results Definitions. The County achieved an increased bond rating during this period with the rating agencies listed their efforts in Priority Based Budgeting and Fiscal Health Modeling as one of the contributing positive factors. They also were also recognized statewide for their accomplishments.*

4. ***CITY OF CINCINNATI, OHIO*** *– May – September, 2012 - Implementation of Priority Based Budgeting*

   a. *Project Manager:* ***Ms. Lea Eriksen****, Budget Director (now Budget Manager for the City of Long Beach, California. Phone 562-570-6533. Email:* **lea.eriksen@longbeach.gov**

   b. *Project Highlights: Robust citizen engagement to identify Results (partnered with Novak Consulting Group, Inc.). CPBB provided training, coaching and assistance in all phases of implementation from development of Results Definitions; identification of programs; development of program costs; completion of program evaluation (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool". Provided training in utilization of tool and development of "5 Policy Questions" to lead Council Discussion. Helped City evaluate resource alignment of a $967 million budget with their priority results to address a $34 million General Fund budget deficit.* According to Council: *"Priority-driven budgeting offers a common-sense, strategic alternative to conventional budgeting. It creates a fundamental change in the way resources are allocated by using a collaborative, evidence-based approach to measure services against community priorities. By bringing together community leaders and citizens to determine strategic priorities, the city can align resources with what the community values most, and create service efficiencies and innovation."*

5. ***CITY OF GOODYEAR, ARIZONA*** *– September, 2013 – February, 2014 - Implementation of Priarity Based Budgeting. The City has completed its 2nd year of* ***PBB***

   a. *Project Manager:* ***Ms. Wynette Reed****, Assistant City Manager. Phone 623-882-7058 Email:* ***wynette.reed@goodyearaz.gov***

   b. *Project Highlights: : CPBB provided training, coaching and assistance in all phases of implementation of Priority Based Budgeting from the identification of Results, development of Results Definitions; identificotion of programs; development of program costs; completion of program evoluotion (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool".*

6. ***CITY OF BRANSON, MISSOURI*** – *January, 2014 – July, 2015 - Implementation of Priority Based Budgeting.*

   a. *Project Manager:* ***Ms. Jamie Rouch****, Finance Director. Phone 417-337-8538. Email:* **jrouch@bransonmo.gov**

   b. *Project Highlights: CPBB provided training, coaching and assistance in all phases of implementation of Priority Based Budgeting from the identification of Results, development of Results Definitions; identification of programs; development of program costs; completion of program evaluation (scoring); facilitation of Peer Review and ultimate development of "Resource Alignment Diagnostic Tool". The City chose a two-year implementation in response to a request by their Boord of Alderman ta find a process that will ensure that their budget process aligned spending with their recently adopted "Cammunity Plan 2030".*

7. OTHER CONTACTS

a. ***CITY OF SALINAS, CA*** – *Mr. Ray Corpuz, City Manager at* ***ray.corpuz@ci.salinas.ca.us*** *or Mr. Matt Pressey Finance Director at* ***mattp@ci.salinas.ca.us***

b. ***CITY OF POST FALLS, IDAHO and CITY OF ENGLEWOOD, COLORADO*** – *Mr. Eric Keck, City Manager (currently serving in Englewood) at* ***ekeck@englewoodgov.org***

c. ***CITY OF SHAWNEE, KANSAS*** – *Ms. Carol Gonzales, City Manager at 913-742-6200 ar* ***cgonzales@ci.shawnee.ks.us***

d. ***CITY OF PLANO, TEXAS***– *Ms. Karen Rhodes-Whitley, Finance Director at 972-941-7472 or* ***karenr@plano.gov***

e. ***CITY OF LOVELAND, COLORADO***– *Mr. Bill Cahill, City Manager at* ***Bill.Cahill@cityofloveland.org***

f. ***CITY OF ROSWELL, GEORGIA*** – *Mr. Ryan Luckett, Budget Manager at* ***rluckett@roswellgov.com***

g. ***CITY OF BAINBRIDGE ISLAND, WASHINGTON*** – *Ms. Ellen Schroer, Finance Director ot* ***eschroer@bainbridgewa.gov***

h. ***GASTON COUNTY, NORTH CAROLINA*** – *Mr. Bryant Morehead, Finance Director at 704-886-3038 or* ***Bryant.Morehead@gastongov.com***

i. ***CITY OF TEMPLE CITY, CALIFORNIA*** – *Ms. Tracey Hause, Finonce Director at 626-285-2171 or* ***thause@templecity.us***

j. ***CITY OF KENMORE, WASHINGTON*** – *Ms. Joanne Gregory, Finance Director at* ***jgregory@kenmorewa.gov***

k. ***CITY OF FORT COLLINS, COLORADO*** – *Mr. Darin Atteberry, City Manager at 970-221-6505 ar* ***datteberry@fcgov.com***

l. ***CITY OF EDMONTON ALBERTA*** – *Mr. Todd Burge, Branch Manager, Client Financial Services at 780-423-1362 or* ***todd.burge@edmonton.ca*** *or Ms. Jodie Buksa, Director of Financial Strategies and Budgeting Planning at 780-5342 or* ***jodie.buksa@edmonton.ca***

m. ***CITY OF BILLINGS, MONTANA*** – *Ms. Tina Volek, City Administrator at 406-657-8430 or* ***VolekC@ci.billings.mt.us***

Testimonials

"Councilmen Larry Carney and Scott Dugan praised Pederson and Brown for the prioritization process. They called it a logicol ond understandable method of making some difficult decisions to come." - ***Grand Island (Nebraska) Independent Newspaper***

Using ROI for City Budgeting: Business Planning Meets Government Spending - the city of Boulder is going about this full spectrum analysis of the highest ROI where "return on investment" is the return of City programs on the results our citizens expect in the community.

- ***"Boulder Tomarrow" – Colorado Business Association on Priority Based Budgeting process***

Budget process requires clear priorities, vision - *By examining each of the 365 programs that are directed out of City Hall, the administration, mayor and city council are looking under every rock for ways to save taxpayer dollars and keep core services intact. It is a responsible and rotional woys to contral expense growth on progroms that may be well intended, but do not significantly support the community in the four core oreas.*

- Grand Island (Nebraska) Independent Newspaper

"I read with both pleasure ond envy the recent article on the city's (Grand Island) new Program Prioritization process. Pleosure because a discerning approach like this is the type of focused decision-moking model that successful businesses use. I am glad to see its use in our city's governonce. I am envious because it is the type of approach the Unicameral is moving toward with our recently initioted planning committee process. In this instance, the city of Grand Island is well ahead of the state of Nebrosko."

- Nebraska State Senator Mike Gloor on the Priority Based Budgeting Process

Walnut Creek, California, which must close a $20m (€14m, £12.5m) deficit for the 2010 financial year, is polling citizens on what services they value most, so it can make targeted cuts. Lorie Tinfow, assistant city manager, also expects the expansion of volunteer programs such as checking on the elderly at home. *"We are rethinking what services the city provides, whot we are paying for them and what we are expecting as American taxpoyers to get for that dollar,"* Ms. Tinfow said. - ***Financial Times, quoting Lorie Tinfow, City of Walnut Creek, California***

The City of Monterey is launching a public review of its budget priorities this fall and your participation is vital to the success of the Priority-based Budgeting project. In good times, the City allocated its resources to a wide range of programs and services. Now, the City needs to adjust to "the new normal" of reduced revenues. In Monterey, revenue from hotel, sales and property taxes have fallen to levels not seen in years. Significant recovery is unlikely for the next several years. So, the City needs to tighten its belt just like other municipalities, businesses and citizens have done.

- ***Press Release -City of Monterey, California***

"The process is called Priority-based Budgeting and it recasts the budget into programs instead of line items."

- ***Monterey County (California) Herald Newspaper***

The city of Boulder is looking to change the way it manages its annual budget. Under the new model, the programs that best help the city achieve the community's goals of having a safe, economically sustainable and socially vibrant place to live will receive top priority for funding. *Those programs that are duplicated, waste money or don't meet the community's goals could be cut.*

- ***Boulder (Colorado) Daily Camera Newspaper***

"Although Boulder is in a better financial condition than many of its peer cities, the economic outlook continues to be uncertain," said City Manager Jane Brautigam. "In response, we're taking a prudent and strategic approach to the 2011 recommended budget by focusing on achieving greater efficiencies in how services are delivered to the Boulder community. In many cases we have been able to reallocate staff and funding to those areas most likely to achieve community goals, and are reducing duplication of services to hold the line on spending at 2010 levels."

- ***Boulder (Colorado) Daily Camera Newspaper***

The new list divides the city's 443 programs into four categories, ranking them from highest to lowest priority, based on whether they help meet the community's general goals of cultivating a safe, economically sustainable and socially thriving community.

- ***Boulder (Colorado) Daily Camera Newspaper***

With budgets getting tighter across the country, more cities are turning to Prioritization. "*I just feel like we need to begin to put proactive steps in place so we can prepare the organization for what is ahead,*" said William Harrell, City Manager. *"Sure, we can just start eliminating things. But then is that what the citizens are saying? Is that what council is saying to us? This is a more disciplined and analytical approach."*

- ***(Chesapeake) Virginia Pilot Newspaper***

"It sounds intuitive but what we found was there was no real methodology to connect all of the things that government does" to what policymakers want to see for their cities."

- ***(Chesapeake) Virginia Pilot Newspaper***

Recent information from **Moody's** (the nation's largest bond rating agency) confirms that prioritization processes such as what Blue Ash is going through demonstrate a strategic approach to managing the current fiscal environment. So where do we go from here? The local government advisors developed a unique tool that Blue Ash can utilize for years to come as a part of the city's annual budgetary planning process. This tool will be valuable in assisting the council and administration in determining what services and programs contribute directly to the city's overall objectives, including the evaluation of any future new programs or services being considered.

- ***Press Release - City of Blue Ash, Ohio***

Even cities with a relatively well-off population are facing difficult choices due to falling revenues. In the eastern San Francisco bay area city of Walnut Creek, as in many other cities around the state, local officials faced the unpleasant task of cutting programs in 2009 due to budget shortfalls, and the more unpleasant task of explaining this to the public. Building on an ongoing tradition of collaboration with residents and community building programs, city staff and officials worked with consultants and

adopted a multi-stage public engagement ***Fiscal Health and Wellness*** prioritization process to educate and gather informed input from hundreds of residents.

- ***Institute for Local Government on Priority Based Budgeting process***

"PBB is attractive to the City because it relies on community input and the work of employees to be successful. In contrast to past years, decisions on potential funding reductions are expected to occur at the program level rather than at the level of individual budget line items that run across multiple programs. The results of this process are anticipated to enable decision makers to reallocate funding between programs based upon changing needs and priorities."

- ***Internal Memo - City of Fairfield, California***

San Jose Outcomes of Prioritization Approach:

- Increased connection of budget to City's Priority Results
- Stakeholder engagement in program priorities
- Rationale for reducing or eliminating programs that have the least impact on achieving the City's Priority Results

- ***City Manager's Budget Message, City of San Jose, California***

The Program Prioritization effort will inform the development of the City's 2010-2011 Proposed Budget and serve as a tool to identify potential service reductions and eliminations. The evaluation of programs as part of this process may also identify potential duplication of efforts or opportunities to consolidate similar programs and/or services that can deliver through partnership with other governmental agencies, non-profit agencies, or the private sector.

It is important to note that a high rating of a program will not guarantee that a program will be retained; nor does it guarantee that a lower-ranking program will be proposed for elimination. Also, the rankings do not reflect whether a program is being delivered in the most efficient manner. The prioritization process will provide valuable information for budget proposal development and City Council deliberation. It will not be the "only answer" to how best to rectify the City's budget shortfall.

- ***City Manager's Budget Message, City of San Jose, California***

1.4.6 Pending Claims

The ***Center for Priority Based Budgeting*** hereby declares and certifies that our organization is not currently subject to and has no expectation of current or future litigation or legal proceedings of any kind. There are no past or anticipated claims pending for work provided by ***CPBB*** and we are confident that there are no past, present or future legal obstacles that would impact the successfully delivery of services to the ***City of Joplin***.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2015-RFP-08

BID ITEM DESCRIPTION: Priority Based Budgeting Services

BID OPENING DEADLINE: June 1, 2015 @ 10:00 a.m.

DEPARTMENT: City Manager's Office

REQUISITION NUMBER:_____

DATE & TIME OPENED: June 1, 2015 @ 1:00 p.m

OPENED BY: Sam Anselm, City Manager

WITNESSED BY: Brian Kelly, Asst. to CM

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
The PFM Group	5/29/2015	Dean Kaplan	215-557-1249	N	NTE $198,885.00
Priority Based Budgeting Ctr.	5/28/2015	Jon Johnson	720-361-3710	N	NTE $62,500.00
Grant Thornton LLP	N/A	Jack Reagan	703-637-2730	N	No Bid

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

1.

Priority Based Budgeting Services
RFP Evaluation - Scoring Summary

Evaluator #1

Respondent	Methodology	Experience	References	Cost	Staff	**TOTAL**	Rank
PFM Group	20	22	15	10	5	**72**	#2
PBB Center	28	25	15	20	4	**92**	#1

Evaluator #2

Respondent	Methodology	Experience	References	Cost	Staff	**TOTAL**	Rank
PFM Group	20	20	15	16	5	**76**	#2
PBB Center	30	23	15	24	4	**96**	#1

Evaluator #3

Respondent	Methodology	Experience	References	Cost	Staff	**TOTAL**	Rank
PFM Group	15	25	15	5	5	**65**	#2
PBB Center	27	25	15	23	5	**95**	#1

Evaluator #4

Respondent	Methodology	Experience	References	Cost	Staff	**TOTAL**	Rank
PFM Group	15	5	10	15	5	**50**	#2
PBB Center	30	25	15	25	5	**100**	#1

Respondent	Average Score
PFM Group	65.75
PBB Center	95.75

City of Joplin City Council Agenda Item

Requested Council Meeting Date: September 7, 2015

ITEM: Council Bill No. 2015-620. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2016 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2015-620.

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
INTERIM CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2016 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000, and submitted as recommendation from the JCVB Advisory Board.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Event or promotion must be held between Nov 1, 2015 & Oct 31, 2016;
- Event or promotion must be held within 20 miles of Joplin city limits;
- Event or promotion must be open to the general public.

On July 15, 2015, the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY16 Events & Attractions Grant offered through the JCVB. Following the review, the Board listened to presentations from each applicant that included a 5-minute presentation and 5-minute question and answer period.

Funding requests from the fourteen (14) applications totaled $150,610.63. Grant funds available for this program are capped at $110,000. To reach their funding recommendations, the advisory board took into consideration several factors through a detailed scoring criteria.

Applications were worth a total of 100 points with a minimum of 60 points required to be eligible for funding. Applications were scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70+ miles (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an application received 60 points did not automatically mean it would receive funding.

Following the scoring and ranking the Advisory Board discussed each application and made final funding decisions. For the coming fiscal year, they were able to fund every application at least a portion of their request. In a July 29, 2015, Memo to Council, the Joplin Convention & Visitors Bureau Advisory Board submitted the following funding recommendations:

1) Historic Murphysburg Preservation, Inc., **MURPHYSBURG HISTORIC HOME DISTRICT, FY2016**
   REQUESTED = $6,843, RECOMMENDED = $6,843
   Print and social media support to promote Joplin's first neighborhood to be placed on the National Historical Registry.
   - **Walking & Driving Tours Brochure, $1,000**
   - **Web Site Development, $2,750**
   - **Marketing (Social Media), $1,200**
   - **Marketing (Print), $1,893**

2) Carver Birthplace Association, **CARVER BIRTHPLACE PROMOTIONS, FY2016**
   REQUESTED = $12,000, RECOMMENDED = $9,000
   This is a grant to the Carver Birthplace Association to expand their reach on electronic platforms where the National Parks Service sources cannot. This web design will compliment print marketing efforts the association already manages while expanding their electronic messaging efforts and becoming mobile friendly. 64% of their annual visitors are from outside of the region.
   - **Web page design, $9,000**

3) Carver Birthplace Association, George Washington Carver National Monument, **73RD CARVER DAY, July 9, 2016**

REQUESTED = $9,712, RECOMMENDED = $5,700

This is a grant to the Carver Birthplace Association. The National Park Service cannot fund marketing efforts. The association can and has worked closely with the JCVB in the past and this project will be a joint effort in promoting the 73rd Carver Days as well as the 100th Anniversary of the founding of the National Parks Service. GWC is the only National Park in the Joplin Region and one of our highest visited destinations. 64% of their annual visitors are from outside of the region.

- **Marketing (Print), $4,700 (Digital newspaper only)**
- **Marketing (Social), $1,000**

4) Wildcat Glades Conservation & Audubon Center, **WILDCAT GLADES CONSERVATION & AUDUBON CENTER PROMOTIONS, FY2016**

REQUESTED = $2,018, RECOMMENDED = $2,018

Wildcat Glades Conservation & Audubon Center continues to be a major stop-off location for travelers along I-44. Through this grant the Center will be able to update their marketing brochures and place them in key travel information centers already supporting Joplin visitor information.

- **Printing Glades General Information Trifold, $512**
- **Printing Glades Trails Trifold, $768**
- **Graphic Design, $500**
- **Postage, $238**

5) Wildcat Glades Conservation & Audubon Center, **SHOAL CREEK WATER FESTIVAL & WILDCAT PARK CENTENNIAL, August 13, 2016**

REQUESTED = $9,935, RECOMMENDED = $5,100

The 2016 Waterfest will include a celebration marking the 100th year of Joplin's Wildcat Park. Support to the Waterfest has always been focused on those items that bring more out of town visitors to the event.

- **Prize Money, $4,100**
- **Marketing (Facebook), $1,000**

6) George A. Spiva Center for the Arts, **PHOTOSPIVA 2016, March 4 – May 1, 2016**

REQUESTED = $14,994.63, RECOMMENDED = $9,000

PhotoSpiva continues to be one of the Spiva Center for the Arts' top attended shows annually. The grant assistance is for target marketing of the event; both seeking entries as well as viewers to the exhibit.

- **Marketing (Placed Ads), $5,395.37**
- **Marketing (Print), $2,854.63**
- **Web Site Update, $750**

7) Active Lifestyle Events, **JOPLIN MEMORIAL MARATHON, May 20-21, 2016**

REQUESTED = $15,000, RECOMMENDED = $15,000

Growing to be one of Joplin's signature running events, the Joplin Memorial Run will become the Joplin Memorial Marathon in 2016. This event will also be a part of the 5th year remembrance activities.

- **Marketing (Print), $3,000**
- **Marketing (Electronic-*Facebook & Constant Contact*), $7,325**
- **Market at 6 Race Expos, $2,175**
- **Guest Speaker/Motivator, $2,500**

8) Rufus Racing, LLC, **SUMMER ROUNDUP TRIATHLON, July 10, 2016**

REQUESTED = $15,000, RECOMMENDED = $15,000

Through previous grant support the Rufus Racing Summer Roundup Triathlon has grown to become the largest open-water Triathlon between Kansas City and Dallas. This event is a positive example of the Joplin region's expanding active lifestyle.

- **Creative Design, $1160**
- **Marketing (Print), $800**
- **Marketing (Social Media), $1,825**
- **Marketing (Web Based), 1,380**
- **Marketing (Postage), $325**
- **Video Production, $1,000**
- **Web Site (Mobile), $3,000**
- **Chip Timing, $2,200**
- **Goodie Bags inserts (@ other events), $250**
- **Awards and Prizes Money, $3,060**

9) Joplin Trails Coalition, **2016 CYCLING EVENTS, ROUTE 66 TOUR, JUNE 4, 2016 & MAPLE LEAF TOUR, OCT 8, 2016**

REQUESTED = $2,500, RECOMMENDED = $2,500

Two bicycling events cover the regional market with 100 mile rides. This support is for a perpetual marketing effort that will not only promote the upcoming event, but also one in the second half of the year. The marketing plan will grow the interest in the events as well as announcing another cycling event in the Joplin region.

- **Duel Marketing for both events**
- **Flyer Design, $300**
- **Printing (Flyer & Save the Dates Cards), $600**
- **Active.com marketing, $500**
- **Social Media (3 mos prior to event, $200 per event), $400**
- **Photo Shoot for Cycling Images, $300**
- **Route Safety Supplies, $250 (grow infrastructure inventory)**
- **Postage, $150**

10) Joplin History & Mineral Museum, **JOPLIN FOUNDING FATHERS DAY, June 10-11, 2016**

REQUESTED = $10,223, RECOMMENDED = $5,000

A new event to bring Joplin's Founding Fathers to life through the Chautauqua performance style. To be held around Father's Day 2016, this inaugural event will bring Joplin's history to life through personal stories of 1 or 2 historical figures.

- **Chautauqua Performers, $5,000**

11) Central Christian Center, JOYFUL HEARTS CONFERENCE, July 15-16, 2016

REQUESTED = $11,675, RECOMMENDED = $6,379

Christian Women's conference moving into its 3rd year. Grant funding is to expand the marketing reach of the conference to grown attendance.

- **Marketing (Print), $1,675**
- **Marketing (Social), $1,104**
- **Web design, $3,000**
- **Creative design, $600**

12) Joplin Disc Golf Club, 11TH ANNUAL FOUR STATES OPEN, September 23-25, 2016

REQUESTED = $10,710, RECOMMENDED = $10,710

Once solely held in McClelland Park, this event has grown and is now played on 4 regional disc golf courses. The event continues to grow in stature and participants. Through continued JCVB grant assistance, they have established a competitive prize money pool and is now a "B-tier" event, attracting nationally ranked players. In 2016 the event will mark its 11th year.

- **Marketing (Magazine), $710**
- **Marketing (Facebook), $1,500**
- **Marketing (Web Based), $1,000**
- **Prize Money, $7,500**

13) 4-State Trucks – Chrome Shop Mafia, GUILTY BY ASSOCIATION – TRUCK SHOW AND CONVOY, September 25-26, 2016

REQUESTED = $15,000, RECOMMENDED = $15,000

By far one of the largest private/public FREE events of the year. 4-State Trucks/Chrome Shop Mafia host this event at their location near the I-44, exit 4 interchange. During the final night, participating truckers convoy into Downtown Joplin. Each year the convoy is either near or breaks the world record for a truck convoy (230+). The convoy parks along downtown streets for a public showing of their custom features and light packages. This event is well attended by the public and appreciated by downtown merchants.

- **Marketing (Radio/TV), $3,250**
- **Marketing (Truck related Print), $1,000**
- **Performers, $10,750**

14) MSSU Alumni Association, **MISSOURI SOUTHERN HOMECOMING 2016, October 3-8, 2016**
REQUESTED = $15,000, RECOMMENDED = $2,750
Grant funding requested to support the marketing of the annual Homecoming activities. This event invites alumni back to Joplin to reconnect with MSSU students and programs.

- **Advertising (Print), $2,750**

The JCVB Advisory Board supported Staff's request for two changes for the FY16 grant year criteria. First, the marketing grant was extended to include regional attractions versus solely for events. Three attractions applied and received full or partial funding (items 1, 2 & 4 above). It is believed this will compliment and expand the JCVB's annual marketing efforts. Second, of the $120,000 annual set aside for the grant programs, in the past $100,000 was applied to the Special Event Grant and $20,000 ($5,000, 4x a year) for the quarterly-based, Community Event grant. For FY16, $110,000 was applied directly to the Event & Attraction Grant funding and $10,000 kept in reserve. This reserve with be distributed throughout the FY at the discretion of the JCVB director, with Advisory Board approval. The difference being that funding support for an event can happen more direct than requiring an applicant to wait to apply within a particular quarter. The Board will still have approval authority for issuing these funds, but at any board meeting rather than 4 specific times a year.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend approval of the recommended funded allotments and that Grants be awarded to the fourteen (14) events & attractions as described herein.

COUNCIL BILL NO. 2015-620 ORDINANCE NO.

AN ORDINANCE approving the applications of Historic Murphysburg Preservation, Inc., for Murphysburg Historic Home District Promotions; Carver Birthplace Association, for Carver Birthplace Promotions and 73rd Carver Day event, Wildcat Glades Conservation & Audubon Center, for Wildcat Glades Conservation & Audubon Center Promotions and Shoal Creek Water Festival & Wildcat Park Centennial; George A. Spiva Center for the Arts, for PhotoSpiva 2016, Active Lifestyle Events, for Joplin Memorial Marathon; Rufus Racing, LLC, for Summer Roundup Triathlon; Joplin Trails Coalition, for 2016 Cycling Events (Route 66 Tour and Maple Leaf Tour); Joplin History & Mineral Museum, for Joplin Founding Fathers Day; Central Christian Center, for Joyful Hearts Conference; Joplin Disc Golf Club, for the 11th Annual Four States Open; 4-State Trucks/Chrome Shop Mafia, for Guilty By Association, Truck Show and Convoy, and MSSU Alumni Association, for Missouri Southern 2016 Homecoming for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals or celebrations and other events be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Historic Murphysburg Preservation, Inc., for **Murphysburg Historic Home District Promotions, FY2016** in the amount of Six Thousand, Eight Hundred and Forty-Three Dollars ($6,843); Carver Birthplace Association, for **Carver Birthplace Promotions, FY2016** in the amount of Nine Thousand Dollars ($9,000); Carver Birthplace Association, George Washington Carver National Monument, for **73rd Carver Day** (July 9, 2016) in the amount of Five Thousand, Seven Hundred Dollars ($5,700); Wildcat Glades Conservation & Audubon Center, for **Wildcat Glades Conservation & Audubon Center Promotions, FY2016** in the amount of Two Thousand, Eighteen Dollars ($2,018); Wildcat Glades Conservation & Audubon Center, for **Shoal Creek Water Festival & Wildcat Park Centennial** (August 13, 2016), in the amount of Five Thousand, One Hundred Dollars ($5,100); George A. Spiva Center for the Arts, for **PhotoSpiva 2016** (March 4–May 1, 2016) in the amount of Nine Thousand Dollars ($9,000); Active Lifestyle Events, for **Joplin Memorial Marathon** (May 20-21, 2016) in the amount of Fifteen Thousand Dollars ($15,000); Rufus Racing, LLC, for **Summer Roundup Triathlon** (July 10, 2016) in the amount of Fifteen Thousand Dollars ($15,000); Joplin Trails Coalition, **2016 Cycling Events, Route 66 Tour** (June 4, 2016) and **Maple Leaf Tour** (October 8, 2016) in the amount of Two Thousand, Five Hundred Dollars ($2,500); Joplin History & Mineral Museum, for **Joplin Founding Fathers Day** (June 10-11, 2016) in the amount of Five Thousand Dollars ($5,000); Central Christian Center, for **Joyful Hearts Conference** (July 15-16, 2016) in the amount of Six Thousand, Three Hundred and Seventy-Nine Dollars ($6,379); Joplin Disc Golf Club, for the **11th Annual Four States Open** (September 23-25, 2016) in the amount of Ten Thousand, Seven Hundred and Ten Dollars ($10,710); 4-State Trucks/Chrome Shop Mafia, for **Guilty By Association, Truck Show and Convoy** (September 25-26, 2016) in the amount of Fifteen Thousand Dollars ($15,000), and MSSU Alumni Association, for **Missouri Southern Homecoming 2016** (October 3-8, 2016) in the amount of Two Thousand, Seven Hundred and Fifty Dollars ($2,750) for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Account No. 105-4080-560-7505, to pay the grant amounts awarded.

Leslie Haase, Director of Finance