COUNCIL AGENDA
February 2, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Disability Insurance For Non-Public Safety Employees

      Documents: CITY OF JOPLIN LTD PRESENTATION.PDF

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Request to address council from Jimmer Pinjuv, 2167 Annielse, regarding the city of Joplin's direction in the aftermath of mater developer leaving town. A way to a brighter future.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2015-254
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of 32nd Street and John Duffy Drive in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-254 VOL ANNEX NW CORNER 32ND AND JOHN DUFFY.DOC, CB 2015-254 VOL ANNEX NW CORNER 32ND ST AND JOHN DUFFY DR.DOC, COUNCIL BILL 2015-254 VOL ANNEXATION NW CORNER 32ND AND JOHN DUFFY.PDF

   3. COUNCIL BILL NO. 2015-255
      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 at the northwest corner of 32nd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-255 REZ NW CORNER 32ND AND JOHN DUFFY.DOC, CB 2015-255 REZ NW CORNER 32ND STREET AND JOHN DUFFY DR.DOC, COUNCIL BILL 2015-255 REZONING NW CORNER 32ND AND JOHN DUFFY.PDF

   4. COUNCIL BILL NO. 2015-256
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8220 East 26th Street in Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-256 VOL ANNEX 8220 EAST 26TH STREET.DOC, CB 2015-256 VOL ANNEX 8220 EAST 26TH STREET.DOC, COUNCIL BILL 2015-256 VOL ANNEXATION 8220 EAST 26TH STREET.PDF

5. COUNCIL BILL NO. 2015-257
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately one quarter mile south of the intersection of 32nd Street and Central City Road in Newton County, Missouri.

Documents: SUMMARY SHEET CB 2015-257 VOL ANNEX SOUTH OF 32ND STREET AND CENTRAL CITY RD.DOC, CB 2015-257 VOL ANNEX SOUTH OF 32ND ST AND CENTRAL CITY RD.DOC, COUNCIL BILL 2015-257 VOL ANNEXATION SOUTH OF 32ND AND CENTRAL CITY RD.PDF

8. Consent Agenda

1. Minutes Of The January 20, 2015 Council Meeting

Documents: JAN 20, 2015.DOCX

2. Minutes Of The January 26, 2015 Special Council Meeting

Documents: SP MTG JAN 26 2015.DOCX

3. COUNCIL BILL 2015-500

Documents: CB2015-500.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2015-001
AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by Darci Peterson, against the City of Joplin, said payment being in settlement of all claims arising out of a sewer back-up alleged to have occurred on or about January 10, 2014; authorizing the Director of Finance to pay out the total sum of Seven Thousand Dollars ($7,000.00) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

Documents: PETERSON_DARCI_3114 E 9TH_1-10-2014 SEWER BACK-UP 7K_SETTLEMENT_CB2015-001.PDF, PETERSON_DARCI_SEWER BACKUP 1-10-2014 _3114 E 9TH STREET_7K SETTLEMENT_CB2015-001.PDF

2. COUNCIL BILL NO. 2015-105
AN ORDINANCE approving a contract with Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents: SUMMARY SHEET CB 2015-105 DAVIS BLVD ASBELL.PDF, CB 2015 105 -DAVIS BLVD CULVERT - ASBELL.PDF, MAP DAVIS.PDF, BID TAB FORM- DAVIS.PDF

3. COUNCIL BILL NO. 2015-106
AN ORDINANCE approving a contract with Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm Water Improvements at 29th Street & Arizona Avenue project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents: SUMMARY SHEET CB 2015-106 ARIZONA BRANCO.PDF, MAP ARIZONA.PDF, CB 2015 106 ARIZONA BRANCO.PDF, BID TAB FORM-

ARIZONA.PDF

4. COUNCIL BILL NO. 2015-107
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 N. Wall. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollar ($3,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: 1 CB 2015-107 SUMMARY SHEET.PDF, 2 CB 2015-107-218 N. WALL.PDF, 3 CB 2015-107 PICTURES FOR SUMMARY.PDF, 4 CB 2015-107 BID TAB .PDF

5. COUNCIL BILL NO.. 2015-108
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1124 E. Furnace. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: 1 CB 2015-108 SUMMARY.PDF, 2 CB 2015-108.PDF, 3 CB 2015-108 PICTURES.PDF, 4 CB 2015-108 BID TAB.PDF

6. COUNCIL BILL NO. 2015-109
AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 602 Empire. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred and 00/100 Dollar ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: 1 CB 2015-109 SUMMARY.PDF, 2 CB 2015-109.PDF, 3 CB 2015-109 - PICTURES.PDF, 4 CB 2015-109 BID TAB.PDF

7. COUNCIL BILL NO. 2015-110
AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding with Empire District Electric Company to relocate and maintain their utility lines and comply with the approved plans for the Zora Project. Authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause

Documents: COUNCIL BILL ZORA MOU WITH EMPIRE.PDF, MEMORANDUM OF UNDERSTANDING - CITY OF JOPLIN.PDF, SUMMARY SHEET 2015 EMPIRE MOU.PDF, ZORA_HIGHVEW_MISSOURI_LOCATION MAP.PDF

8. COUNCIL BILL NO.. 2015-350
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TriState Engineering for Civil Site Engineering Services to advance planning and coordination of the Economic Development Administration funded library and associated infrastructure at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

Documents: 1 CB 2015-350 SUMMARY.PDF, 2 CB 2015-350.PDF, CB 2015-350 EXHIBIT A CIVIL RFQ 2015-02.PDF, CB 2015-350 EXHIBIT B CIVIL RFQ TRISTATE RESPONSE AND SCOPE.PDF, CB 2015-350 EXHIBIT C LIBRARY FEE PROPOSAL.PDF, CB 2015-350 EXHIBIT D TRISTATE FEE SCHEDULE.PDF, CB

2015-350 EXHIBIT E.PDF, CB 2015-350 JOPLIN CIVIL AGREEMENT WITH TSE 2015.PDF

9. COUNCIL BILL NO. 2015-351
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with SAPP Design associates for Architectural Design Services to advance planning and coordination of the Economic Development Administration funded new library at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

Documents: 1 CB 2015-351- SUMMARY SHEET.PDF, 2 CB 2015-351.PDF, CB 2015-351 EXHIBIT A -LIBRARY RFQ 2015-01.PDF, CB 2015-351 EXHIBIT B-SAPP DESIGN RFQ RESPONSE.PDF, CB 2015-351 EXHIBIT C FEE PROPOSAL.PDF, CB 2015-351 EXHIBIT D-SUPPLEMENTAL TERMS.PDF, CB 2015-351 EXHIBIT E.PDF, CB 2015-351 JOPLIN ARCHITECT AGREEMENT - FEDERAL FUNDS.PDF

10. COUNCIL BILL NO.. 2015-401
AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Crosslines Churches of the Joplin Area, Inc. in the amount of Four Hundred Seventy-four Thousand, Five Hundred Sixty Dollars ($474,560.00) to provide funding for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund, authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement for the City, and containing an emergency clause.

Documents: 1 CB 2015-401 SUMMARY SHEET.PDF, 2 CB 2015-401.PDF, 3 CB 2015-401 CROSSLINES SUB-RECIPIENT AGREEMENT.PDF

11. COUNCIL BILL NO. 2015-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

Documents: 2015-501 SUMMARY COUNCIL BILL.PDF, 2015-501 COUNCIL BILL.PDF, 2015-501 SCHEDULE A ATTACHMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2015-502
AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes.

Documents: 2015-502 SUMMARY OF COUNCIL BILL.PDF, 2015-502 COUNCIL BILL.PDF

2. COUNCIL BILL NO. 2015-503
AN ORDINANCE amending Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, by adding Section 102-9, Billing and Collection Procedures, to implement certain fee language changes.

Documents: 2015-503 SUMMARY COUNCIL BILL FINAL.PDF, 2015-503 COUNCIL BILL FINAL.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. **New Business**

    1. NEWS FROM THE PIO

    2. Closed Session

       Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

Segal Consulting

City of Joplin

Long Term Disability Bid Analysis

January 13, 2015

This bid analysis report is for the sole use of plan sponsor and its authorized representatives involved in the competitive bid. Some material provided by the bidders may be deemed proprietary and confidential to the bidder and may not be disclosed or shared with any third parties other than the authorized employees, directors, or Trustees of the plan sponsor, unless required by public disclosure laws or other legal requirements.

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THE SEGAL GROUP
Founded in 1939

Introduction

Key Benefit Provisions

Financial Analysis

Plan Designs

Vendor Highlights

Next Steps

Appendix

Introduction

- On behalf of the City of Joplin, Segal Consulting solicited proposals for a Long Term Disability for employees of the City of Joplin.
- The current disability benefit for non-sworn personnel is administered through MOLAGERS, the Missouri Local Government Employees Retirement System, and provides employees a lifetime benefit based on service credit to date for total and permanent disabilities as a result of non-occupational injuries or illnesses after a vesting period of 5 years of service.
- We requested that all bidders quote on the inforce plan, as well as an alternative plan design that duplicated the full-time active public safety employees' Long Term Disability plan.
- We requested that all bidders quote the inforce disability plan on an Administrative Services Only (ASO) basis and the plan option that duplicated the full-time active public safety employees Long Term Disability plan on a fully insured basis.

Introduction *continued*

- Segal Consulting requested Long Term Disability insurance quotes from Guardian, Hartford, Standard, Sun Life, Symetra, and UNUM. A '◆' in the chart below indicates that the carrier submitted a quote in response to our request.

Company Name	Submitted Proposal
Guardian	◆
Hartford	◆
Standard	◆
Sun Life	◆
Symetra	◆
UNUM	◆

- All vendors declined to quote the Long Term Disability on an Administrative Services Only (ASO) basis.
- The following pages summarize our analysis of the fully insured Long Term Disability quotes we received.

Financial Analysis

	Guardian	Hartford	Standard	Sun Life	Symetra	UNUM
Covered Members			**308**			
Long Term Disability Covered Payroll			**$934,025**			
			90 Day Waiting period Option			
Rate per $100 covered payroll	$0.27	$0.33	$0.32	$0.27	$0.335	$0.52
Annual Premium	**$30,262**	**$36,987**	**$35,867**	**$30,262**	**$37,548**	**$58,283**
Rate Guarantee	2 Years	3 Years	2 Years	2 Years	3 Years	3 Years
			180 Day Waiting period Option			
Rate per $100 covered payroll	$0.23	$0.305	$0.24	$0.202	$0.24	$0.39
Annual Premium	**$25,779**	**$34,185**	**$26,900**	**$22,641**	**$26,900**	**$43,712**
Rate Guarantee	2 Years	3 Years	2 Years	2 Years	3 Years	3 Years

All quotes are net of commissions.

This bid analysis report is for the sole use of plan sponsor and its authorized representatives involved in the competitive bid. Some material provided by the bidders may be deemed proprietary and confidential to the bidder and may not be disclosed or shared with any third parties other than the authorized employees, directors, or Trustees of the plan sponsor, unless required by public disclosure laws or other legal requirements.

Plan Designs

	Current Plan	Requested Plan	Guardian	Hartford	Standard	Sun Life	Symetra	UNUM
Eligibility	Full-time non-sworn employees of the City of Joplin	Full-time non-sworn employees of the City of Joplin	All Eligible Active Employees	All full-time active employees working minimum of 30 hours per week. Excludes all temporary and seasonal employees	A regular employee of the Employer working 30 hours per week	All Full-Time US Employees working in the US who are scheduled to work a minimum of 20 hours per week	All full-time active employees working minimum of 30 hours per week. Excludes all temporary and seasonal employees.	All active full-time employees working 30 hours per week in the United States with the employer.
Waiting Period	Must be vested with at least 5 or more years of service	To be determined by City of Joplin	To be determined by City of Joplin	To be determined by City of Joplin	To be determined by City of Joplin	To be determined by City of Joplin	To be determined by City of Joplin	To be determined by City of Joplin
Benefit / Benefit Percentage	**2% * Final Average Salary * Years of Service for Life**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**
Monthly Benefit Maximum	**None**	**$5,000**	**$5,000**	**$5,000**	**$5,000**	**$5,000**	**$5,000**	**$5,000**
Benefit Duration / Maximum Period of Payment	Lifetime	SSNRA	SSNRA	SSNRA	SSNRA	SSNRA	SSNRA	SSNRA
Minimum Monthly Benefit	N/A	Greater of $50 or 15%	Greater of 15% or $100	Greater of $50 or 15%	$100	Greater of $50 or 15%	$100	Greater of $100 or 15%
Elimination Period	**None - Must be totally and permanently disabled**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**	**Option of 90 Days or 180 Days**
Definition of Disability	**Totally and permanently disabled as a result of non-occupational injury or illness**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**	**24 Month own occ, any occ thereafter**
Integration	N/A	Family	Family	Family	Primary and Family	Family	Family	Primary and Family
Recurrent Disabilities	N/A	6 Months	6 Months	6 Months	6 Months	6 Months	6 Months	6 Months
Definition of Earnings	N/A	Salary	Salary	Salary	Salary	Salary	Salary	Salary

Plan Designs

	Current Plan	Requested Plan	Guardian	Hartford	Standard	Sun Life	Symetra	UNUM
Self Reported Symptoms - Limitations	N/A	None	None	None	None	None	None	24 Months
Mental Illness - Limitations	N/A	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months
Substance Abuse - Limitations	N/A	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months	24 Months
Pre-Existing Condition Limitations	N/A	3 / 12	3 / 12	3 / 12	3 / 12	3 / 12	3 / 12	3 / 12
Survivor Benefit	N/A	3 Months	3 Months	3 Months	3 Months	3 Months	3 Months	3 Months
Rehabilitation Benefit	N/A	Provides testing, training, job modification and placement; Includes Dep care expense (up to $350 per Dep/month up to $2,500/year)	Additional 10% benefit; Includes Dep care expense (up to $100 per Dep up to $300/week)	Provides testing, training, job modification and placement; Includes Dep care expense (up to $350 per Dep/month up to $2,500/year)	Additional 10% benefit; Includes Dep care expense	Additional 10% benefit; Dep care expense additional load to premium	Provides assistance through services such as testing and training as well as job modification and placement	Additional 10% benefit to a max of $1,000 per month; Includes Dep care expense ($350 per month per Dep to $1,000 max per month)
Return to Work Incentive Benefit	N/A	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for up to 12 months	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for first 12 months of payments	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for up to 12 months	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for up to 12 months.	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for up to 12 months.	Allows employees to receive up to 100% of indexed pre-disability earnings during partial disability for up to 12 months	Return to Work Incentive combined with Rehabilitation benefit; Additional 3 months of payments are provided if disability ends and the insured cannot find employment.

Plan Designs

	Current Plan	Requested Plan	Guardian	Hartford	Standard	Sun Life	Symetra	UNUM
Workplace Modification Benefit	N/A	Included - Not to Exceed the $5,000 Monthly Benefit	Included - Up to $2,500	Included - Not to Exceed the $5,000 Monthly Benefit	Included - Up to $25,000	Included - Up to $2,000	Included - Up to $2,000	Included - Up to greater of $1,000 or twice monthly benefit
EAP	N/A	Included through ComPsych*	To Be Determined	Included through ComPsych	Included	EAP options available, will increase the rate	Included through ComPsych	Included - Work-life balance EAP
Other Features		W-2 preparation and FICA support	W-2 preparation and FICA support	W-2 preparation and FICA support	W-2 preparation and FICA support	W-2 preparation and FICA support	W-2 preparation and FICA support	W-2 preparation and FICA support (employer and employee)

*Provider of EAP included in Public Safety LTD program.

Next Steps

- Question 1: Does council desire to add long-term disability for non-public safety employees to fill the disability gap provided by LAGERS?
- <u>If the answer is yes:</u>
- Question 2: Will the budget support this additional benefit?
- Question 3: Does council desire to add the 90-day waiting period or the 180-day waiting period? Public Safety implemented the 90-day waiting period.
- Question 4: When would this benefit be implemented?

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-254
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: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 001-15: Northwest corner of 32nd Street and John Duffy Drive – A request for the voluntary annexation into the corporate limits of the City of Joplin – Wildwood Ranch LLC.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 001-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. James Pinjuv appeared representing Wildwood Ranch to request the voluntary annexation of property at the northwest corner of 32nd Street and John Duffy Drive.

Mr. Ramsour asked about the nearest contiguous part of Joplin, and Mr. Pinjuv replied that the properties to the east and to the south are in the City of Joplin. Mr. Eastman asked if those properties were annexed previously, and Mr. Bolander replied yes.

PUBLIC COMMENT:
None.

P & Z Case 001-15
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-254 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of 32nd Street and John Duffy Drive 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:

> All that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County Missouri, More particularly described as follows: Commencing at the Southeast corner of said Section 13; thence North 88 degrees 40 minutes and 30 seconds West along the South line of said Section 13, 1169.38 feet; thence North 00 degrees, 0 minutes and 0 seconds East, 313.95 feet to a point on the West right-of-way line of John Duffy Drive and the point of beginning; thence South 57 degrees 54 minutes and 25 seconds west along said right-of-way, 42.77 feet to the north right-of-way line of 32nd street; thence North 77 degrees 33 minutes and 48 seconds West along said North right-of -way line, 15.47 feet to a curve to the left with a radius of 952.37 feet; thence along said curve and said North right-of-way line, a distance of 169.78 feet; thence North 87 degrees 18 minutes 50 seconds West continuing along said North right-of-way, 326,47 feet;

thence North 1 degree 49 minutes 48 seconds East, 1305.04 feet to a point on the South right-of-way line of West Wildwood Ranch Parkway to a non-tangent curve to the left having a radius of 2030 feet and a chord bearing and distance of North 76 degrees 32 minutes 38 seconds East, 33. 78 feet; thence along said curve and said South right-of-way line, a distance of 33.78 feet; thence North 76 degrees 4 minutes 1 second East along said South right-of-way line, 447.37 feet, to a curve to the right having a radius of 1970.00 feet; thence along said curve and said South right-of-way line 149.35 feet to a point on the West right-of-way line of John Duffy Drive; thence South 48 degrees 39 minutes 41 seconds East along said West right-of-way line, 38.17 feet; thence South 1 degree 49 minutes 48 seconds West along said West right-of-way line 898.92 feet, to a curve to the right having a radius of 970.00 feet; thence along said curve and said West right-of-way line 195.48 feet; thence South 13 degrees 22 minutes 37 seconds West along said West right-of-way line 360.59 feet to the point of beginning, generally described as located on the Northwest corner of 32nd Street and John Duffy Drive containing 20.0 acres more or less and subject to any existing easements or restrictions of record.

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 April, 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: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 001-15:

A request to voluntarily annex approximately 20 acres at 32nd street and John Duffy Drive.

LOCATION: Located at the Northwest corner of 32nd street and John Duffy Drive extending to Wildwood Ranch Parkway.

APPLICANT: Wildwood Ranch Development

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	20 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd St and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 001-15.

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.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 14th day of December, 2014, before me appeared James Pinjuv, to me known to be the Managing Member of Wildwood Ranch, LLC, and that 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 Wildwood Ranch, LLC 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: January 19, 2018.

Teresa L. Gilliam

Notary Public

TERESA L. GILLIAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: January 19, 2018
Commission Number: 13798256



0 600 1,200 2,400 Feet

Case 001-15 A voluntary annexation request to annex into the City of Joplin property generally described as located between 32nd Street and John Duffy Drive - Wildwood Ranch Development.

N

Case 001-15: Northwest corner of 32nd Street and John Duffy Drive – A request for the voluntary annexation into the corporate limits of the City of Joplin – Wildwood Ranch LLC.

Mr. Eastman opened the public hearing for Case 001-15.

Mr. James Pinjuv appeared representing Wildwood Ranch, 1032 Antelope Road, Joplin to request the voluntary annexation of property at the northwest corner of 32nd Street and John Duffy Drive.

Mr. Ramsour asked about the nearest contiguous part of Joplin, and Mr. Pinjuv replied that the properties to the east and to the south are in the City of Joplin. Mr. Eastman asked if those properties were annexed previously, and Mr. Bolander replied yes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 001-15.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 001-15 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. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-255
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: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 002-15: Northwest corner of 32nd Street and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future development – Wildwood Ranch LLC.

STAFF SUMMARY:
The proposed rezoning is for future development on this property. Newly annexed land enters into the City of Joplin as R-1, which is the most restrictive zoning classification. In order to promote development, this area should be rezoned for commercial uses. Rezoning of this area to a C-3 classification will not impede future development or negatively affect Mercy Health Systems, the building adjacent to this property.

Staff recommends approval of Case 002-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. James Pinjuv, Wildwood Ranch, requested the rezoning of property for which voluntary annexation is being requested in Case 001-15.

Mr. Eastman asked if the property for which annexation is requested in Case 001-15 is basically being rezoned to District C-3. Mr. Bolander replied that newly annexed property comes into the City of Joplin as an R-1 district since it is the most protected zoning classification. Mr. Pinjuv has submitted a land use plan, with the C-3 zoning fitting that plan with the commercial request.

Mr. Eastman asked if there is any reason to create a planned district, and Mr. Bolander replied not at this time.

PUBLIC COMMENT: None.

P & Z Case 002-15
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-255 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 at the northwest corner of 32nd Street and John Duffy Drive 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 that part of the Southeast Quarter of Section 13, Township 27 North, Range 34 West, Jasper County Missouri, More particularly described as follows: Commencing at the Southeast corner of said Section 13; thence North 88 degrees 40 minutes and 30 seconds West along the South line of said Section 13, 1169.38 feet; thence North 00 degrees, 0 minutes and 0 seconds East, 313.95 feet to a point on the West right-of-way line of John Duffy Drive and the point of beginning; thence South 57 degrees 54 minutes and 25 seconds west along said right-of-way, 42.77 feet to the north right-of-way line of 32nd street; thence North 77 degrees 33 minutes and 48 seconds West along said North right-of -way line, 15.47 feet to a curve to the left with a radius of 952.37 feet; thence along said curve and said North right-of-way line, a distance of 169.78 feet; thence North 87 degrees 18 minutes 50 seconds West continuing along said North right-of-way, 326,47 feet; thence North 1 degree 49 minutes 48 seconds East, 1305.04 feet to a point on the South right-of-way line of West Wildwood Ranch Parkway to a non-tangent curve to the left having a radius of 2030 feet and a chord bearing and distance of North 76 degrees 32 minutes 38 seconds East, 33. 78 feet; thence along said curve and said South right-of-way line, a distance of 33.78 feet; thence North 76 degrees 4 minutes 1 second East along said South right-of-way line, 447.37 feet, to a curve to the right having a radius of 1970.00 feet; thence along said curve and said South right-of-way line 149.35 feet to a point on the West right-of-way line of John Duffy Drive; thence South 48 degrees 39 minutes 41 seconds East along said West right-of-way line, 38.17 feet; thence South 1 degree 49 minutes 48 seconds West along said West right-of-way line 898.92 feet, to a curve to the right having a radius of 970.00 feet; thence along said curve and said West right-of-way line 195.48 feet; thence South 13 degrees 22 minutes 37 seconds West along said West right-of-way line 360.59 feet to the point of beginning, generally described as located on the Northwest corner of 32nd Street and John Duffy Drive for future commercial development, containing 20.0 acres more or less and subject to any existing easements or restrictions of record.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 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: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Rezoning

CASE 002-15:

A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial District) for property located at 32nd Street and John Duffy Drive for future commercial development.

LOCATION: Located at the Northwest corner of 32nd street and John Duffy Drive extending to Wildwood Ranch Parkway.

APPLICANT: Wildwood Ranch Development

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	20 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	N/A	R-1	R-1 & CO	N/A
Land Use	Vacant	Mercy Health System	Vacant	Vacant

FUTURE LAND USE:

This is in compliance per the land use map provided to City Council by the developer when this development was first proposed.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
32nd Street	Major Arterial	60'
John Duffy Drive	Secondary	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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 current zoning after annexation does not permit commercial development. Property owner is seeking rezoning in order to permit commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed uses under this zoning classification and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for future development on this property. Newly annexed land enters into the City of Joplin as R-1, which is the most restrictive zoning classification. In order to promote development, this area should be rezoned for commercial uses. Rezoning of this area to a C-3 classification will not impede future development or negatively affect Mercy Health Systems, the building adjacent to this property.

Staff recommends approval of Case 002-14.

ENCLOSURES:

Map

REZONING APPLICATION FORM

RECEIVED 12-5-14.

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.: CO 2-15
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date: 1-12-15
City Council Date: 2-2-15

APPLICANT: Wildwood Ranch Development PHONE: 417-627-9675
ADDRESS: 1032 Antelope Rd. Joplin Mo ZIP: 64801
EMAIL:
OWNER: Wildwood Ranch Development PHONE: 417-627-9675
ADDRESS: 1032 Antelope Rd. Joplin Mo ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: Wildwood Ranch
LEGAL DESCRIPTION: See Attached Exhibit A & B

Present Zoning N/A Requested Zoning: C3 Acreage: 20.0 Ac.
Present Use of Property: undeveloped
Proposed Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	undeveloped	N/A
South	Skilled nursing facility	R1
East	Medical Clinic & care facility	R1
West	undeveloped	N/A

CHARACTER OF THE NEIGHBORHOOD: mostly undeveloped with medical clinic and care facilities to east and south

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: rezoning needed for future development

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: John Duffy Drive, 32ND Street
2. Classification of Street(s):
   Arterial 32ND St. Collector John Duffy Drive Local _____
3. Right-of-Way Width: 32ND Street 90' ROW; John Duffy Dr. 60' ROW
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

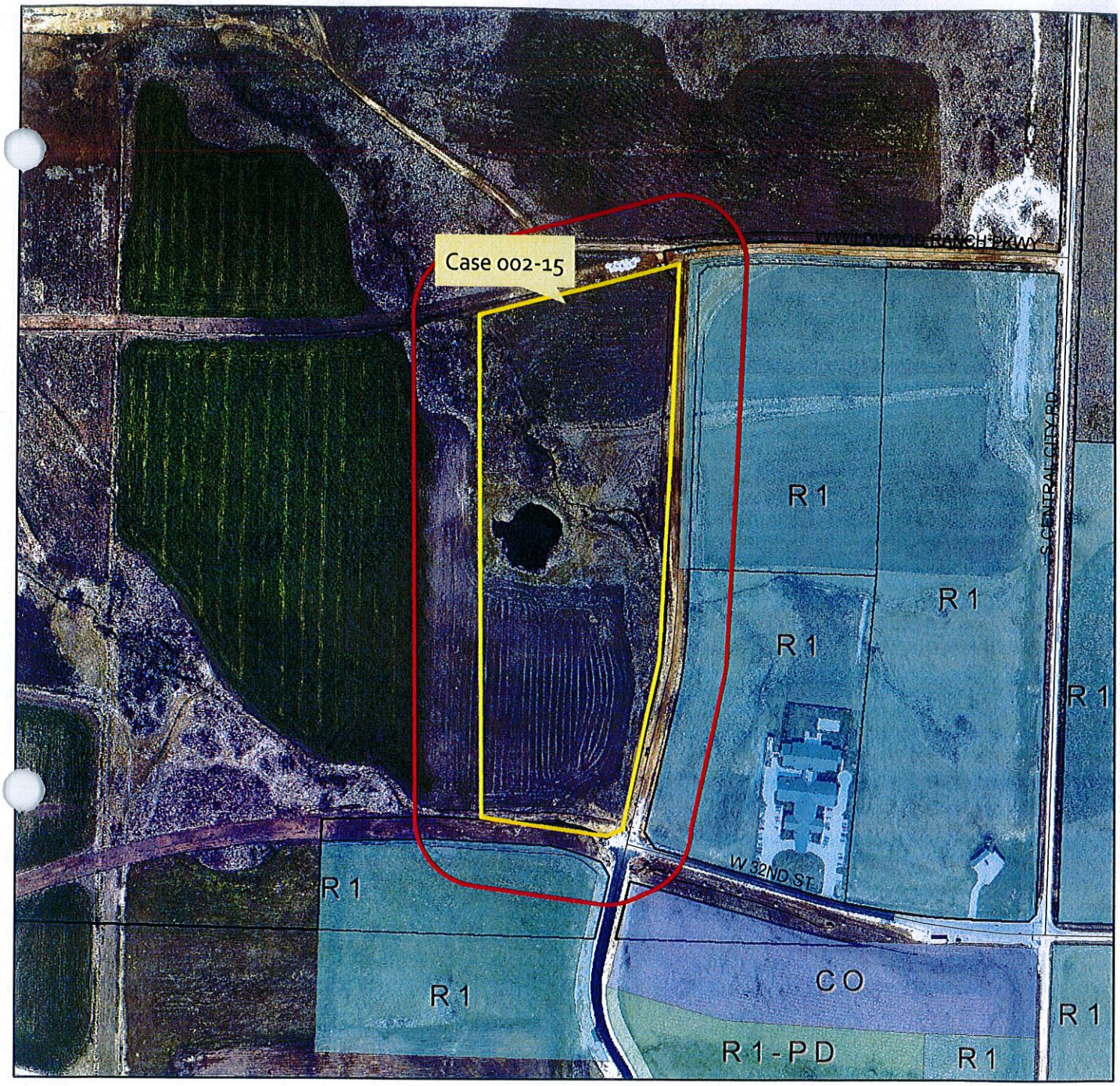
1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 12/4/14

BY: Wildwood Ranch L.L.C.

TITLE: Managing Member



0 600 1,200 2,400 Feet

Case 002-15 A request of the rezoning from R-1 to C-3 the property generally described as located between 32nd Street and John Duffy Drive - Wildwood Ranch Development.

N

Case 002-15: Northwest corner of 32nd Street and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-3 (Commercial) for future development – Wildwood Ranch LLC.

Mr. Eastman opened the public hearing for Case 002-15.

Mr. James Pinjuv, Wildwood Ranch, 1032 Antelope Road, Joplin, appeared to request the rezoning of property for which voluntary annexation is being requested in Case 001-15.

Mr. Eastman asked if the property for which annexation is requested in Case 001-15 is basically being rezoned to District C-3. Mr. Bolander replied that newly annexed property comes into the City of Joplin as an R-1 district since it is the most protected zoning classification. Mr. Pinjuv has submitted a land use plan, with the C-3 zoning fitting that plan with the commercial request.

Mr. Eastman asked if there is any reason to create a planned district, and Mr. Bolander replied not at this time.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 002-15.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 002-15 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. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-256
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: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 003-15: 8220 East 26th Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Coca Cola Refreshments USA Incorporated.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 9.5 acres of land located between East Alliance Parkway and County Road 190. This property is currently occupied by the Coca Cola distribution center.

Staff recommends approval of Case 003-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kurt Higgins, Allgeier-Martin and Associates, represented Rob O'Brian from the Joplin Area Chamber of Commerce to annex the Coca Cola site into the City of Joplin.

Mr. Smith asked about adjoining property already located within the City of Joplin.
Mr. Bolander replied that 26th Street is in the city limits, with annexation of property to the south and to the north being addressed at a previous meeting. Those annexations are in the process of being finalized. By the time Case 003-15 is approved, those other properties will be in the City of Joplin, so it will be contiguous with the city limits.

Mr. Higgins stated that everything on the west side of County Road 190 is in the City of Joplin. The property on the east side was left in Jasper County to leverage tax funds to get development to happen, but once properties are developed, they get annexed into the City of Joplin.

PUBLIC COMMENT: None.

P & Z Case 003-15
Coca Cola Refreshments USA Incorporated
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8220 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 in the NW-1/4 of the SW-1/4 of Section 14, Township 27 North, Range 32 West in Jasper County, Missouri, being more fully described as follows: Commencing at an iron pin found at the Southwest corner of said Section 14; thence N 00°54'45"E, 1971.24 feet to the Northwest corner of the S-1/2 of the NW-1/4 of the SW-1/4 of Section 14; thence S 89°34'41"E along the North line of said S-1/2 of the NW-1/4 of the SW-1/4, a distance of 565.00 feet to a point that is S 00°54'45"W, 296.63 feet of the Southeast corner of a tract described in Book 1818 at Page 1030, the Point Of Beginning; thence N 00°54'45"E, 621.63 feet to the Northeast corner of said tract described in Book 1818 at Page 1030; thence S 89°05'15"E along the South right-of-way line of East 26th Street (East Alliance Parkway), 221.06 feet; thence S 85°07'34"E along the South right-of-way line of East 26th Street (East Alliance Parkway), 464.08 feet; thence S

00°54’45”W, 583.71 feet to a point on the North line of said S-1/2 of the NW-1/4 of the SW-1/4; thence N 89°34’41”W along said North line, 684.05 feet to the Point Of Beginning generally described as located at 8220 E. 26th Street, containing 9.55 acres, more or less. Basis of bearings: West line of SW-1/4 of Section 14 at a bearing of N 00°54’45”E.

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 April, 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: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-15:

A request to voluntarily annex approximately 9.5 located at 8220 E. 26th Street.

LOCATION: 8220 E. 26th Street.

APPLICANT: Coca Cola Refreshments, Inc.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Industrial	9.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 9.5 acres of land located between East Alliance Parkway and County Road 190. This property is currently occupied by the Coca Cola distribution center.

Staff recommends approval of Case 003-15.

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.

Matthew J. Fanoe
Vice President
Real Estate

STATE OF ~~MISSOURI~~ Georgia)
) ss:
COUNTY OF ~~JASPER~~ Cobb)

On this 11th day of December 2014, before me appeared Matthew J. Fanoe, to me known to be the Vice President of Real Estate of Coca-Cola Refreshments USA, Inc., 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 Matthew J. Fanoe 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: 10/14/16.

Amy Kuhll
Notary Public

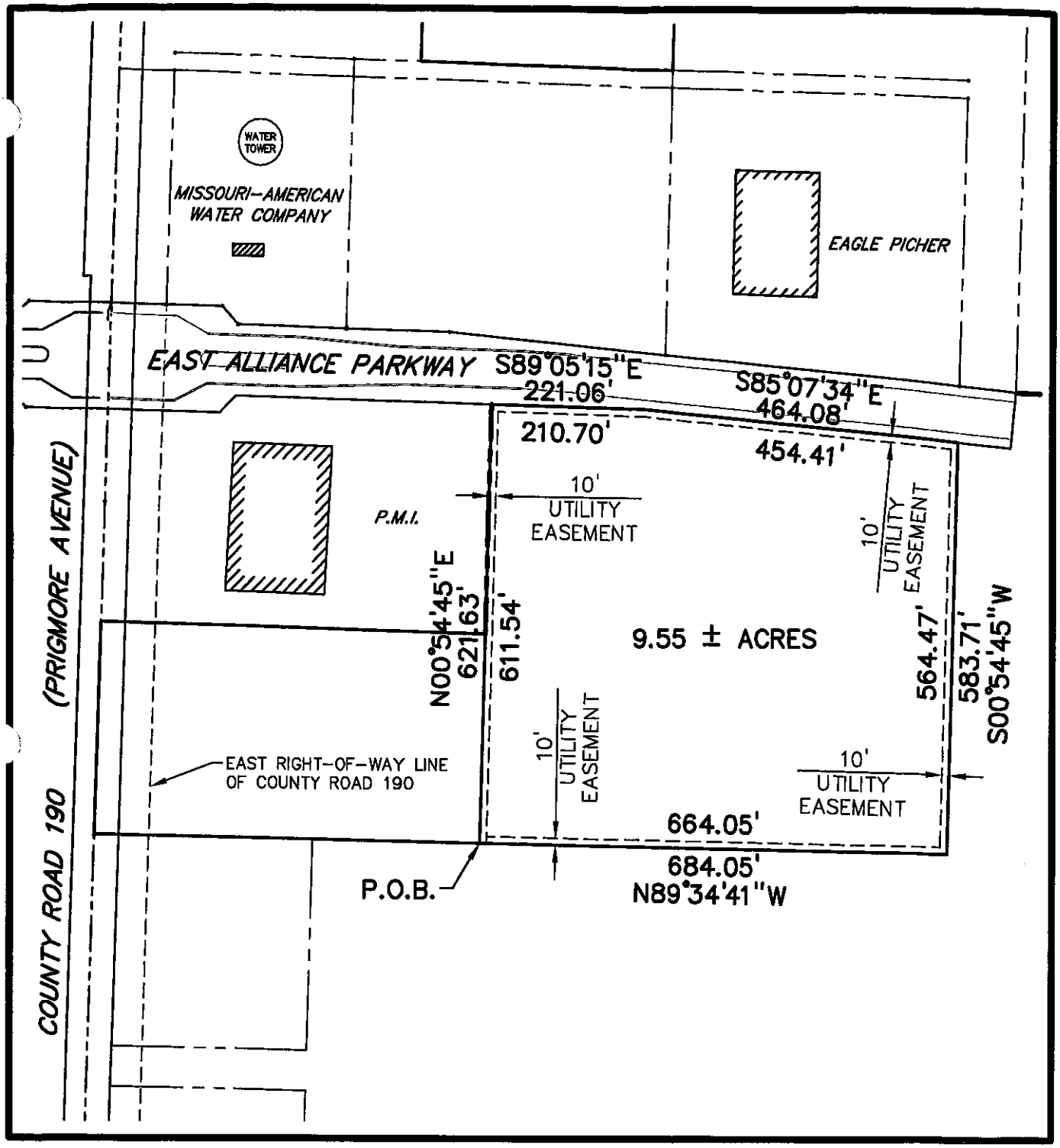
AMY K. WALL NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES OCT. 14, 2016



0 305 610 1,220 Feet

Case 003-15 A voluntary annexation request to annex into the City of Joplin property generally described as located south from Eagle Picher LLC between County Road 190 and East Alliance Parkway.

N



PREPARED BY: BF	COUNTY: JASPER STATE: MISSOURI
DATE: 2-7-2012 SCALE: 1" = 200'	JOB NAME: EXHIBIT FOR COCA-COLA BOTTLING COMPANY

ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

7231 East 24th Street, Joplin, Missouri 64804

P.O. Box 2627, Joplin, Missouri 64803-2627

Phone: 417-680-7200 Fax: 417-680-7300

©

SEC. 14 TWP. 27 N RNG. 32 W

Case 003-15: 8220 East 26th Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Coca Cola Refreshments USA Incorporated.

Mr. Eastman opened the public hearing for Case 003-15.

Mr. Kurt Higgins, Allgeier-Martin and Associates, 7231 East 24th Street, Joplin, appeared representing Rob O'Brian from the Joplin Area Chamber of Commerce to annex the Coca Cola site into the City of Joplin.

Mr. Smith asked about adjoining property already located within the City of Joplin. Mr. Bolander replied that 26th Street is in the city limits, with annexation of property to the south and to the north being addressed at a previous meeting. Those annexations are in the process of being finalized. By the time Case 003-15 is approved, those other properties will be in the City of Joplin, so it will be contiguous with the city limits.

Mr. Higgins stated that everything on the west side of County Road 190 is in the City of Joplin. The property on the east side was left in Jasper County to leverage tax funds to get development to happen, but once properties are developed, they get annexed into the City of Joplin.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 003-15.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 003-15 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. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-257
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: 1/12/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 004-15: Approximately a quarter mile south of the intersection of 32nd Street and Central City Road – A request for the voluntary annexation into the corporate limits of the City of Joplin – Schuber-Mitchell Homes.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 5.5 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 004-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dan Mitchell, Schuber-Mitchell Homes, spoke in favor of this annexation.

Mr. Smith asked Mr. Mitchell if he owns the property to the north and to the west of the property in this request, and he replied that he owns that property.

PUBLIC COMMENT:
None.

P & Z Case 004-15
Schuber-Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately one quarter mile south of the intersection of 32nd Street and Central City Road in Newton 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:

> All that part of the northeast quarter of section 24, township 27 north, range 34 west, Joplin, Newton County, Missouri, described as follows: commencing at the northeast corner of said northeast quarter of section 24; thence along the east line of said northeast quarter, south 01°52'01" west, 1124.17 feet to the point of beginning; thence continuing along said east line, south 01°52'01" west, 194.56 feet; thence leaving said east line, north 85°42'22" west, 1092.65 feet; thence north 10°50'48" east, 209.73 feet; thence north 00°28'33" east, 150.00 feet; thence north 72°32'08" east, 50.00 feet; thence south 55°07'14" east, 230.00 feet; thence south 23°37'48" west, 50.00 feet; thence south 66°22'12" east, 65.00 feet; thence south 88°05'10" east, 450.76 feet; thence south 01°52'01" west, 30.24 feet; thence south 88°19'17" east, 329.95 feet to the point of

beginning generally described as located ¼ South of the intersection of 32nd St. & Central City Road, containing 5.5 acres more or less. Bearings based on grid north of the Missouri coordinate system of 1983, west zone.

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 Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of April, 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: January 12, 2015
City Council Meeting: February 2, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 004-15:

A request to voluntarily annex approximately 5.5 acres ¼ South of the intersection of 32nd St. & Central City Road.

LOCATION: Located ¼ South of the intersection of 32nd St. & Central City Road.

APPLICANT: Schuber-Mitchell Homes.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	5.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 5.5 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 004-15.

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.

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 9th day of December 2014, before me appeared Daman Schuber and Dan Mitchell, to me known to be the Members of Schuber Mitchell Homes, LLC, 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 Daman Schuber and Dan Mitchell acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

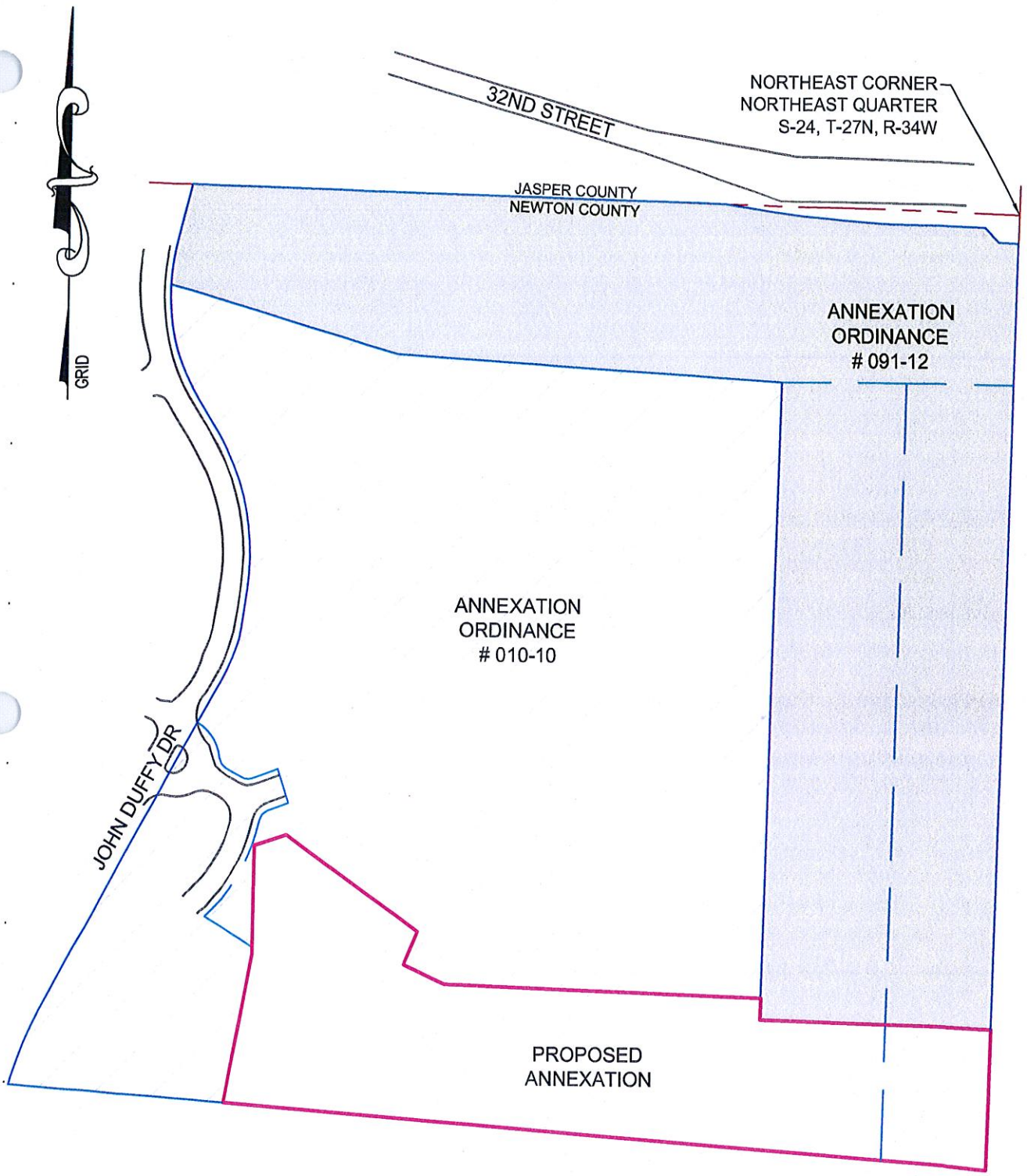
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 12/19/2016.

Penny Kruse

Penny Kruse Notary Public

PENNY KRUSE
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Dec. 19, 2016
Commission #12535627



DRAWING NUMBER: JOP-100-3714

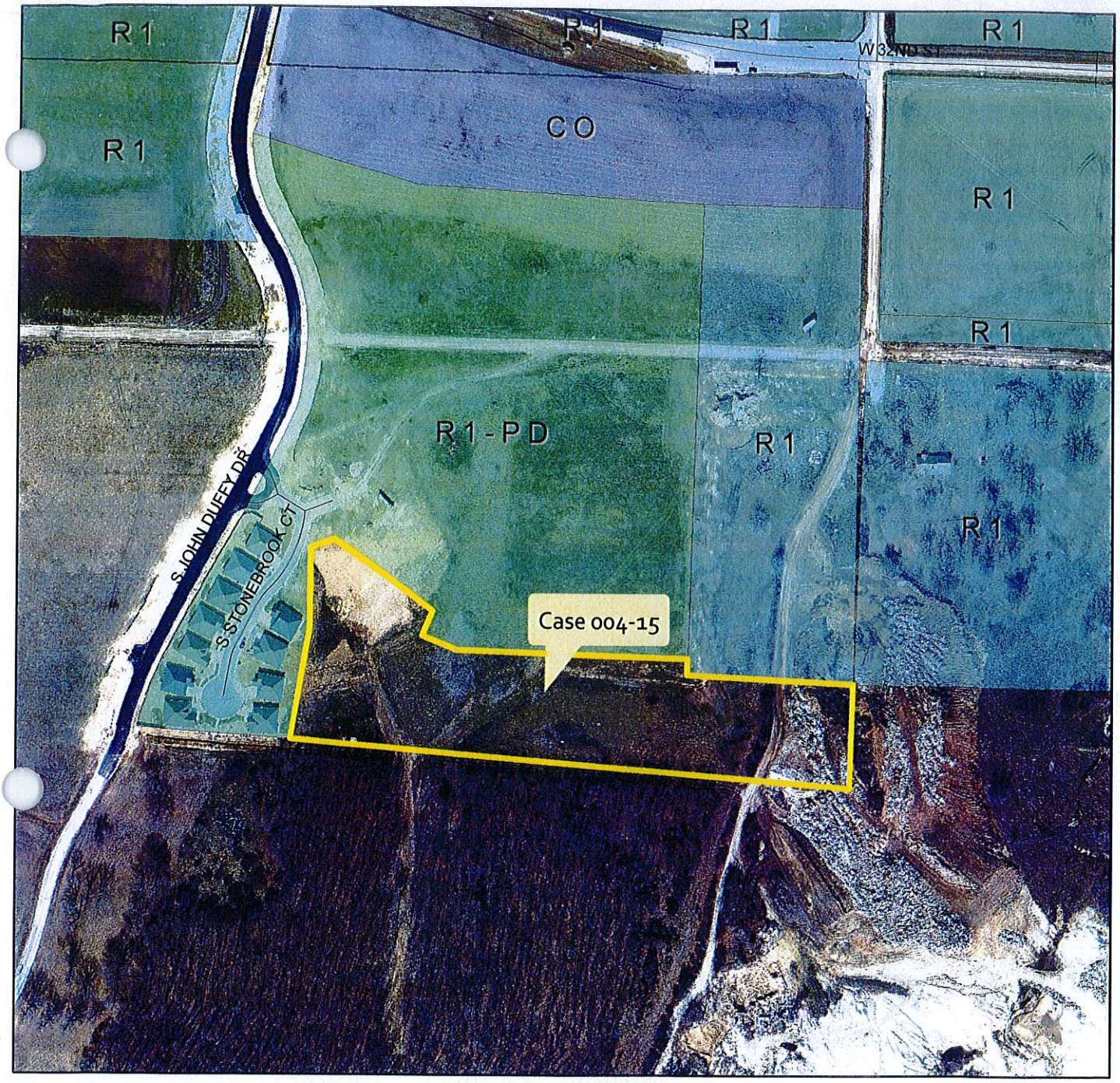
ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MISSOURI 64801 • PHONE (417) 782-7399

SCHUBER MITCHELL HOMES

PROPOSED ANNEXATION SKETCH
THE WOODLANDS

34TH STREET
JOPLIN, NEWTON COUNTY, MISSOURI

DRAWN BY: RBL
DATE: 12-08-14
JOB NUMBER: 70078-14



0 425 850 1,700 Feet

Case 004-15 A voluntary annexation request to annex into the City of Joplin property generally described as located in the Southeast corner of 32nd Street and JohnDuffy Drive - Schuber-Mitchell Homes.

N

Case 004-15: Approximately a quarter mile south of the intersection of 32nd street and Central City Road – A request for the voluntary annexation into the corporate limits of the City of Joplin – Schuber-Mitchell Homes.

Mr. Eastman opened the public hearing for Case 004-15.

Mr. Dan Mitchell, Schuber-Mitchell Homes, 1621 Anderson Drive, Webb City, Missouri, spoke in favor of this annexation.

Mr. Smith asked Mr. Mitchell if he owns the property to the north and to the west of the property in this request, and he replied that he owns that property.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 004-15.

MR. RAMSOUR MOVED, SECONDED BY MR. DERMOTT, THAT CASE 004-15 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. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES January 20, 2015

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem Morris Glaze.

INVOCATION – given by Assistant City Clerk Barbara Gollhofer

FLAG SALUTE – led by Mr. Glaze

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

Motion by Mr. Woolston, Second by Ms. Colbert-Kean to excuse Dr. Rosenberg, Mr. Scearce, Mr. Stanley and Mayor Seibert. Motion carried 5-0-4.

PRESENTATIONS – Finance Director Leslie Haase presented a Long Term Disability Insurance for Non-Public Safety Employees bid analysis to Council. After some discussion, the Council decided to Table this issue until more council members were present.

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

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Woolston, Second by Mrs. Lewis, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Shaw, and Woolston 5. Nays: 0. Absent: Rosenberg, Scearce, Stanley and Seibert, 4.

COUNCIL BILL NO. 2015-250-AN ORDINANCE providing for the vacation of a 10-foot wide public utility easement located at 410 Islington Place in the City of Joplin, Jasper County, Missouri.

COUNCIL BILL NO. 2015-251-AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located east of County Road 190 (Prigmore Avenue), north of Route FF (East 32nd Street), west of County Road 180, and south of East 26th Street in Jasper County, Missouri.

COUNCIL BILL NO. 2015-252-AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8225 East 26th Street in Jasper County, Missouri.

COUNCIL BILL NO. 2015-253-AN ORDINANCE requesting the review of the Final Plat of TWIN HILLS SUBDIVISION PLAT 2 located at 26th Street and Horton Smith Drive in the City of Joplin, Jasper County, Missouri.

COUNCIL BILL NO. 2015-450 -AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with Aids Project of the Ozarks, Inc., allowing Aids Project of the Ozarks, Inc. to utilize office space at the Joplin City Health Department for the purpose of providing various case management services to Joplin area residents; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

COUNCIL BILL NO. 2015-602 - AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin, Missouri a Municipal Corporation and METS Ambulance Service for providing emergency medical care in the City of Joplin. Authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri, in the same or substantially similar form.

ORDINANCES-EMERGENCIES

ORDINANCES – FIRST READING
Mr. Shaw introduced Council Bill No. 2015-500. Motion by Mr. Shaw Second by Ms. Colbert-Kean that Council Bill No. 2015-500 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, and Shaw. 4. Nays: 0. Absent: Rosenberg, Scearce, Stanley and Seibert, 4. Abstention: 1, Woolston.

The Council Bill was read as being Council Bill No. 2015-500

AN ORDINANCE approving an extension of time for completion of a redevelopment agreement for the Hope Valley Tax Increment Financing Redevelopment Plan.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS
Announcements from Public Information Officer, Lynn Onstot:

There will be a public meeting for those people interested in the new skate park that is being built in Ewert Park. The meeting is set for 5 p.m. on Monday, January 26 and will be held at the American Ramp Company or also known as ARC. ARC is located at 601 South McKinley in Joplin.

During the meeting, the American Ramp Company, a locally operated skate park design firm, will show various design options for layouts for the new skate park. Citizens are encouraged to come and provide feedback for options within the design of this new park in Joplin. As you know, many enthusiastic members of the community brought this new park idea to the City, some even coming here to Council meetings to tell of their hopes for a skate park. So now we ask the public to join in the process to make this a great park by coming to the meeting on Monday January 26.

On Wednesday, January 28, the City is holding another public meeting. This session will focus on a sidewalk repair and replacement project in the neighborhood area of 15th Street. The meeting will be held from 4 p.m. to 6 p.m. here in Council Chambers. It is an open house format

allowing citizens to come and go according to their schedules, and provides an opportunity for residents to meet with the staff and arborist about the project.

The City has mailed letters to residents living in that area to invite them to the meeting so they learn more about the project, and the City's efforts to retain as many trees in the public right of way as possible. City staff will also be in this area frequently in order to meet one on one with the residents to allow them to ask questions about their trees and the project as a whole.

The City of Joplin Recycling Department, Post Art Library and Connect2Culture has kicked off a Trash-To-Art contest in celebration of the Joplin Recycling Center's 15th anniversary. As a unique contest, citizens are encouraged to make art from materials that would otherwise be discarded (though paints, adhesives, embellishments and such are acceptable, so long as the majority of the piece is created with trash). There are three categories, including adult – meaning 18 and over; teens which includes 6th grade through high school senior; and kids in Pre-kindergarten through 5th grade. First, second and third place prizes will be awarded in all three categories plus a People's Choice prize, in each category.

Entry forms can be picked up at the Post Art Library, or Joplin City Hall at the First Floor Reception Counter, or on-line at the City of Joplin's web site, or Connect2Culture's website.

Submissions must be dropped off at the Post Art Library on March 26, 27 or 28. The Artwork will be on display at the Post Art Library throughout April and winning entries will be displayed at the Wildcat Glades Conservation and Audubon Center throughout May.

For more information, contact Joplin's Recycling Coordinator Mary Anne Phillips here at the City at 417-624-0820 Ext. 501 for additional information.

Comments from Council:

Mr. Shaw mentioned there was a formal swearing-in for five police department promotions earlier in the evening. He asked Mayor Pro Tem Glaze if Police Chief Jason Burns could come forward and announce the promotions of the five candidates.

Chief Burns announced the following promotions: Assistant Police Chief: Matt Stewart; Corporal: Darren McIntosh; Corporal: Shawn Dodson; Captain: Bob Higginbotham; Sergeant: Dan Haskins. Chief Burns stated he is proud of these individuals and that they're outstanding candidates in their field. They are a diverse group in that there are degrees from chemistry to accounting to law enforcement, sociology and things of that nature. Promotions are a good thing. They give new directions and new ideas to the department. It helps the Command Staff better able to handle everyday decisions when they have input and fresh ideas from new people. "It's an outstanding line-up and there's no doubt in my mind that we promoted some of the future leaders of Joplin and I couldn't be more proud of them".

Mayor Pro Tem Glaze added that the City Council supports the Police Department 100% and he thanked Chief Burns and his department for all their work.

There being no further business the meeting was adjourned at 6:27 p.m.

Respectfully submitted,

Barbara J. Gollhofer, Assistant City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

January 26, 2015

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:45 p.m. by Mayor Michael L. Seibert.

Flag salute was led by Mayor Seibert.

READING OF SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special meeting beginning at 5:45 p.m. on Monday, January 26, 2015, at Joplin City Hall, in the 5th Floor Dining Room, 602 S. Main, to discuss the items listed below.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 9. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Woolston, Second by Mr. Glaze to go into Closed Session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw Stanley, and Woolston. 8, Nays: Scearce, 1.

Meeting was adjourned at 5:47 pm.

Respectfully submitted,

Barbara L. Hogelin, MMC /MPCC City Clerk

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JANUARY 20, 2015

ITEM: COUNCIL BILL NO. 2015-500
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill

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

INTRODUCTION:
This Council Bill grants an extension of 120 days for Project I of the Hope Valley TIF District to allow additional time to finalize the Redevelopment Agreement.

DISCUSSION:
Developer Kevin Steele brought forward a proposed TIF (tax increment financing) plan several months ago. This is the Hope Valley TIF generally located to the south of I-44 and to the west of Rangeline Road. On July 7th, Council approved the Hope Valley TIF Plan after approval by the TIF Commission. Additionally, Council established the redevelopment area and designated Hope Valley Development Group as the developer.

Council also passed on first reading the approval of Project I and the adoption of tax increment financing for this project, which included a term sheet that set forth the general items to be addressed in a Redevelopment Agreement. The item was then tabled for six months until the Redevelopment Agreement could be formulated.

Staff is still working on formulating the Redevelopment Agreement to ensure the agreement is as specific as possible. Therefore, this agreement extends the timeframe to bring the final Redevelopment Agreement back to Council by 120 days from the effective date of this ordinance.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-500 ORDINANCE NO.

AN ORDINANCE approving an extension of time for completion of a redevelopment agreement for the Hope Valley Tax Increment Financing Redevelopment Plan.

WHEREAS, by Ordinance No. 2014-109, adopted by the City Council of the City of Joplin (the "City ") on July 21, 2014 and with an effective date of August 10, 2014, the City approved the Hope Valley Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") and selected Hope Valley Development Group, Inc. as the developer (the "Developer") to implement Redevelopment Project I included therein; and

WHEREAS, Section 5 of Ordinance No. 2014-109 includes a condition that the designation of Developer as the developer of Redevelopment Project I and any reimbursement to the Developer of tax increment financing revenues for reimbursable project expenses is conditioned upon the execution of a redevelopment agreement between the City and Developer no later than six (6) months from the date of said ordinance; and

WHEREAS, City staff and the representatives of the Developer have requested that the deadline for completion of a redevelopment agreement included in said condition be extended to allow the parties additional time to complete negotiations of the terms of a redevelopment agreement; and

WHEREAS, the City Council desires to extend said deadline for completion included in Section 5 of Ordinance No. 2014-109 by an additional one hundred twenty (120) days from the date of this ordinance.

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

Section 1. That the deadline for completion of a redevelopment agreement included in Section 5 of Ordinance No. 2014-109 is hereby extended by an additional one hundred twenty (120) days from the date of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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 of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: February 2, 2015
ITEM: Council Bill No. 2015-001 authorizing and approving settlement of a claim for property damages asserted against the City by Darci Peterson.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2015-001.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
PUBLIC WORKS DEPT:	Nick Heatherly	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**
H.R./RISK MGMT:	David Allgood	**DATE:**

INTRODUCTION:

This Council Bill approves the settlement of a property damage claim asserted by Darci Peterson relating to a sewer back-up at her property.

SUMMARY:

Investigation has revealed that on January 10, 2014, the City's sewer maintenance department received a call for a problem at 3114 E. 9th Street where there was a sewer back-up into claimant's residence located at 3114 E. 9th Street with raw sewage coming up through the shower and toilet filling the apartment with between three and eight inches of sewage. The Infrastructure Maintenance Supervisor made an inspection of the site and confirmed that, in fact, the back-up into the residence was substantial and that it was a City responsibility due to the blockage being from grease clogging a City line causing the back-up of sewage. This apartment is located near Range Line Road where some of the City's biggest issues is from grease.

The sewage back-up caused extensive damage to the residence including walls, flooring, furniture, personal items (clothing, photographs/albums) and cabinets. Due to the back-up, it was necessary to remove and replace carpet and other flooring, sheet rock, repaint and retexture walls and do a complete sanitization of the home. Additionally, a number of personal property items are included in the settlement. The total of the expenses incurred by Darci Peterson for clean-up and repair of the property comes to Seven Thousand Dollars ($7,000.00).

RECOMMENDATION:

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

PCE:ab

COUNCIL BILL NO. 2015-001 ORDINANCE NO.

AN ORDINANCE authorizing and approving the settlement of a claim for property damage asserted by Darci Peterson, against the City of Joplin, said payment being in settlement of all claims arising out of a sewer back-up alleged to have occurred on or about January 10, 2014; authorizing the Director of Finance to pay out the total sum of Seven Thousand Dollars ($7,000.00) from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause.

WHEREAS, the Public Works Director and the City Attorney recommend payment of the sum of Seven Thousand Dollars ($7,000.00) to Darci Peterson, resultant from a claim for property damage from a sewer back-up which occurred at or near 3114 E. 9th Street, in Joplin, Missouri, on or about January 10, 2014.

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

Section 1. Approval of payment of settlement. The claim of property damages asserted by Darci Peterson, and settlement of all claims hereinabove set forth which provides for the payment of Seven Thousand Dollars ($7,000.00 by the City of Joplin, Missouri, is hereby approved.

Section 2. Authorization for Director of Finance to expend funds. The Director of Finance of the City of Joplin, Missouri, is hereby authorized and directed to make payment in the amount of Seven Thousand Dollars ($7,000.00) to Darci Peterson upon the advice and recommendation of the City Attorney, in settlement of all claims as hereinabove set forth, said payment to be made from the Insurance Account and charged to Account No. 515-7501-500-5305.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for the payment of damage claims, and settlement of said claims, upon recommendation of the City Attorney, is considered an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance will conclude the settlement of property damages resultant from a sewer back-up that occurred more than one year ago.

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015
Council Bill No. 2015-105

Item: : Construction Contract for the Davis Boulevard Culvert Replacement.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2015-105

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

Recommended Action: Approval of Construction Contract with Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project.

Background: The Davis Boulevard Culvert Replacement project was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year Allgeier Martin and Associates was contracted to provide Design of the storm sewer improvements in the Green Area.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on January 14 with 9 firms bidding and Jeff Asbell Excavating provided the lowest bid. The low bid was within 10% of the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project.

COUNCIL BILL NO. 2015-105 ORDINANCE NO.

AN ORDINANCE approving a contract with Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded Jeff Asbell Excavating in the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six and 80/100 Dollars ($120,976.80) for the Davis Blvd Culvert Replacement project

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvements, Account Number 305-4550-530-8665 Project number GSTA02. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

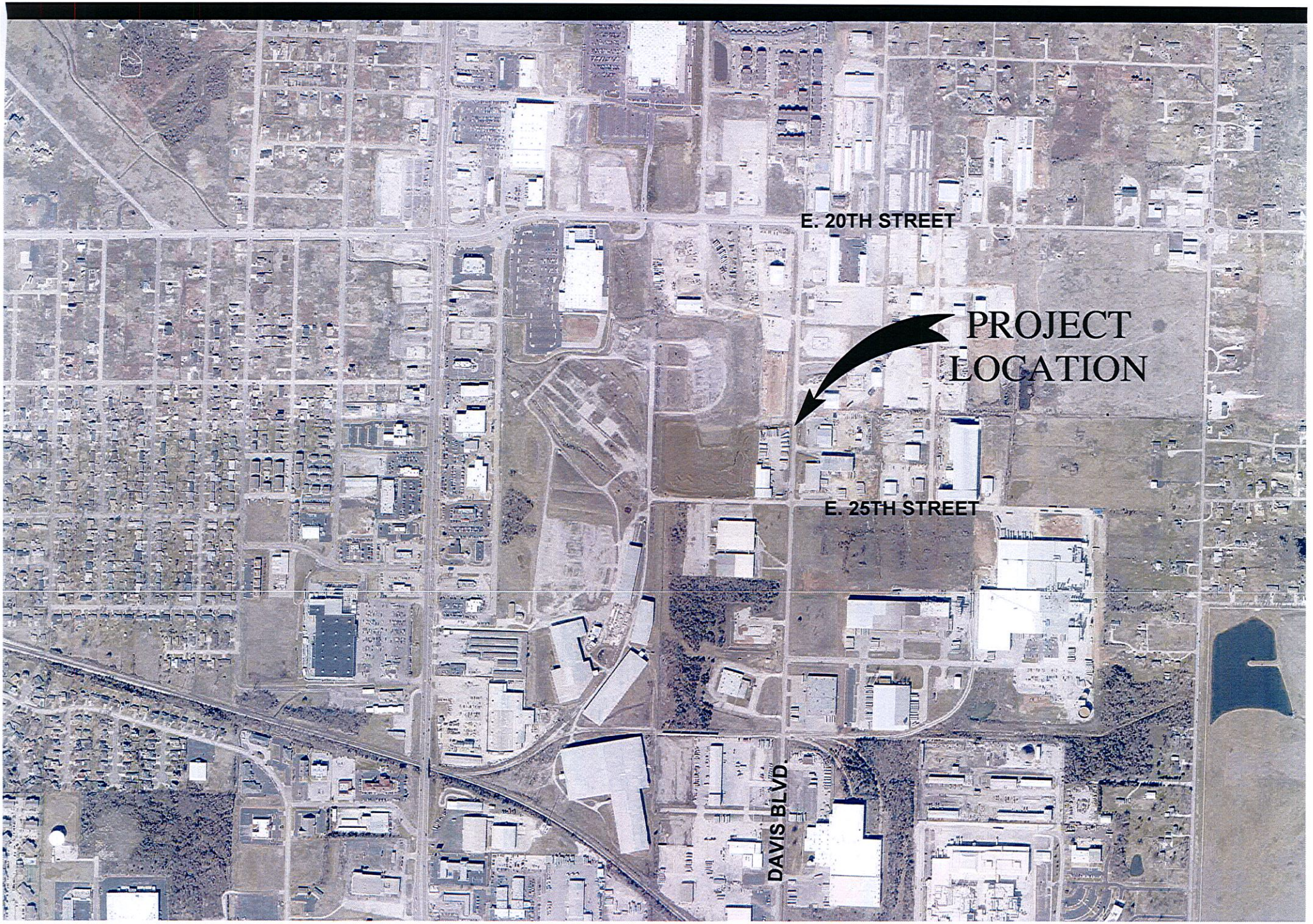
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


E. 20TH STREET
PROJECT LOCATION
E. 25TH STREET
DAVIS BLVD.

BID TABULATION

PROJECT: Davis Boulevard Culvert
DATE OF BID OPENING: January 14, 2015

CONTRACTOR	BID
Jeff Asbell	120,976.80
Branco Enterprise	130,655.00
Crossland Heavy	151,398.00
Sprouls Construction	162,314.00
Bennett Inc	173,792.50
APAC - MO	181,140.00
Dalton- Killinger	191,483.00
Midwest Heavy Const	220,271.02
Southard Const	237,960.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015
Council Bill No. 2015-106

Item: Construction Contract for Storm Water Improvements at 26th Street and Arizona Avenue.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2015-106

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

Recommended Action: Approval of Construction Contract with Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm water Improvements at 26th & Arizona Avenue.

Background: The Storm water Improvements at 26th & Arizona Avenue project was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year Allgeier Martin and Associates was contracted to provide Design of the storm sewer improvements in the Green Area.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on January 14 with 8 firms bidding and Branco Enterprise provided the lowest bid. The low bid was within 10% of the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Contract with Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm water Improvements at 26th & Arizona Avenue.

S. RANGELINE ROAD
PROJECT LOCATION
KCS RAILROAD
29TH STREET
S. ARIZONA AVENUE
26TH STREET

COUNCIL BILL NO. 2015-106 ORDINANCE NO.

AN ORDINANCE approving a contract with Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm Water Improvements at 29th Street & Arizona Avenue project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded Branco Enterprise in the amount of One Hundred Forty Five Thousand Four Hundred Forty Nine and 00/100 Dollars ($145,449.00) for the Storm Water Improvements at 29th Street & Arizona Avenue project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvements, Account Number 305-4550-530-8665 Project number GSTA02. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

BID TABULATION

PROJECT: 29th & Arizona
DATE OF BID OPENING: January 14, 2015

CONTRACTOR	BID
Branco	145,449.00
Jeff Asbell Excavating	150,557.50
APAC-Mo	157,123.00
Bennett Inc	164,620.00
Midwest Heavy Const	198,980.66
Sprouls Construction	206,135.00
Dalton-Killinger	232,945.00
SouthardConst	281,062.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-107
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 107
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Department Head: Nick Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 218 N. Wall.

Summary: The above listed address was "tagged" as a dangerous building on September 23, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 9, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on January 14, 2015. At that time bids were received as follows:

Big Johns	$ 4,800.00
B & D Yard builders	$ 5,200.00
Nelson Demolition	$ 3,499.00
Wheeler Excavation	$ 3,910.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 3,499.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2015-107 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 218 N. Wall. in the City of Joplin, Missouri, for the amount of Three Thousand Four Hundred Ninety Nine and 00/100 Dollar ($3,499.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Three Thousand Four Hundred Ninety Nine 00/100 Dollars ($3,499.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 218 N. Wall.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 218 N. Wall. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED TWENTY TWO (122) IN WILSON AND HUTTONS'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert – Mayor

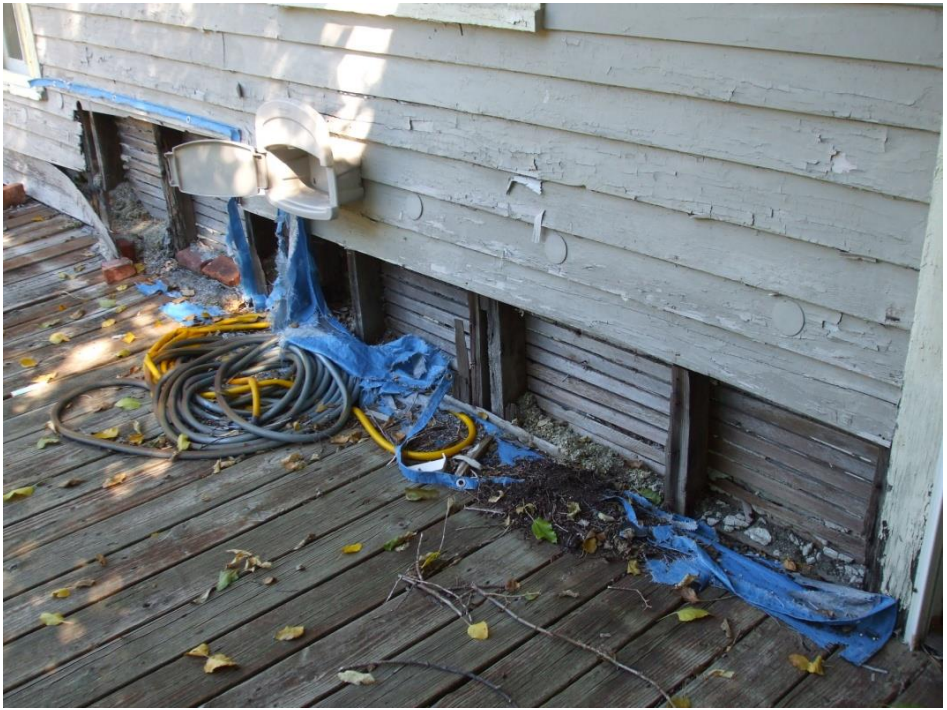
ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-107
218 N. WALL







CLOSING DATE:	14-Jan-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Bryan Wicklund, Kim Ne
Demolition		LOCATION:	218 N. Wall Ave.

COMPANY	BIDS
BJHE	$4,800.00
B & D Yardbuilders	$5,200.00
Nelson's Tree Service	$3,499.00
Wheeler Excavating	$3,910.00

whouse

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-108
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 108
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 1124 E. Furnace.

Summary: The above listed address was "tagged" as a dangerous building on September 23, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 9, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on January 14, 2015. At that time bids were received as follows:

Big Johns	$ 3,500.00
B & D Yard builders	$ 2,700.00
Nelson Demolition	$ 2,249.00
Wheeler Excavation	$ 3,275.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 2,249.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2015-108 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 1124 E. Furnace. in the City of Joplin, Missouri, for the amount of Two Thousand Two Hundred Forty Nine and 00/100 Dollar ($2,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Two Thousand Two Hundred Forty Nine 00/100 Dollars ($2,249.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1124 E. Furnace.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1124 E. Furnace. and legally described as:

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), BLOCK FOURTEEN (14) IN EAST JOPLIN CITY NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-108
1124 E. FURNACE







CLOSING DATE:	14-Jan-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Bryan Wicklund, Kim Newhouse
Demolition		LOCATION:	1124 E. Furnace St.

COMPANY	BIDS
BJHE	$3,500.00
B & D Yardbuilders	$2,700.00
Nelson's Tree Service	$2,249.00
Wheeler Excavating	$3,275.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: COUNCIL BILL NO. 2015-109
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 109
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 602 S. Empire.

Summary: The above listed address was "tagged" as a dangerous building on September 23, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 9, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on January 14, 2015. At that time bids were received as follows:

Big Johns	$ 3,900.00
B & D Yard builders	$ 2,600.00
Wheeler Excavation	$ 3,825.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to B & D Yardbuilders for the amount of $ 2,600.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2015-109 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 602 Empire. in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred and 00/100 Dollar ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand Six Hundred 00/100 Dollars ($2,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 602 Empire.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 602 Empire. and legally described as:

ALL OF LOT NUMBERED FOURTY SEVEN (47) IN EMPIRE ZINK COMPANY FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-109
602 EMPIRE







CLOSING DATE: 14-Jan-2015 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENE Bryan Wicklund, Kim Newhouse

Demolition LOCATION: 602 S. Empire Ave.

COMPANY	BIDS
BJHE	$3,900.00
B & D Yardbuilders	$2,600.00
Wheeler Excavating	$3,825.00

COUNCIL BILL NO. 2015-110 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding with Empire District Electric Company to relocate and maintain their utility lines and comply with the approved plans for the Zora Project. Authorizing the Director of Public Works to execute said Agreement 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 Memorandum of Understanding by and between the City of Joplin, Missouri, and Empire District Electric Company to relocate and maintain their utility lines and comply with the approved plans for the Zora Project, a copy of said Memorandum of Understanding being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby, approved.

Section 2. That the Director of Public Works of the City of Joplin is hereby authorized and directed to execute said Memorandum of Understanding by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of section 2.12 (6) as related to public improvements of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of February, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is effective on this _____ day of _____, 2015, by and between the **CITY OF JOPLIN** ("City") and **THE EMPIRE DISTRICT ELECTRIC COMPANY**, a Kansas corporation having its principle place of business in Joplin, Missouri, ("Empire") (each entity individually referred to herein as a "Party" and all entities collectively referred to herein as the "Parties").

RECITALS

WHEREAS, City desires to have constructed a road widening project on Zora Road in Joplin, Missouri, on an area running approximately 2,365 feet from Koch West dead end east to a designated point (the "Zora Project");

WHEREAS, various utility poles and utility lines owned and controlled by Empire will have to be relocated in order to make possible the Zora Project;

WHEREAS, Empire has agreed to deviate from its standard business procedures as an accommodation to City and to facilitate the Zora Project; and

WHEREAS, the Parties desire to enter into this MOU to set forth the Parties' general agreement as to each party's rights and obligations in connection with, and certain conditions to, establishing and constructing the Zora Project.

UNDERSTANDING

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state as follows:

1. **Purpose.** The purpose of this MOU is to set forth in writing the Parties' understanding with regard to establishing and constructing the Zora Project, and to define the terms and conditions, and describe each party's rights and obligations, in connection therewith.

2. **Subject to Approval.** This Understanding is made, entered into, and executed by the Parties subject to review and the approval of the City Council ("Council").

3. **Empire's Obligations.** Empire will obtain only the easements necessary to provide Empire with adequate area to safely and efficiently relocate and maintain their utility lines and comply with the approved plans for the Zora Project. Empire will make every effort to relocate the existing utility lines into these easements within the projected construction schedule for the Zora Project; said schedule being to have the Zora Project begin on or about April 15, 2015. Empire will bear responsibility for 42.57% of the total costs associated with the obligations of obtaining the necessary easements and relocating the existing utility lines, and will invoice City for reimbursement of the remaining 57.43% of the total costs incurred for the easements and relocation of the existing utility lines in connection with the Zora Project. All

invoices shall be accompanied with documentation supporting the requested reimbursement.

4. **City's Obligations.** Within thirty (30) days after receipt of an invoice from Empire, City shall remit payment to Empire for 57.43% of the total costs incurred for the easements and relocation of utility lines in connection with the Zora Project.

5. **Mutual Recognition.**

a. Both parties recognize the need to minimize the cost associated with the relocation of these utility lines as both parties serve common customers. It is also recognized that the City, being a municipal corporation, is governed by strict fiscal controls that prohibit it from entering into open ended agreements that do not stipulate a maximum cost for services provided. Both parties anticipate the total cost of easement acquisition and utility line relocation should be less than $400,000.00 (Estimated Max. City Share = $229,720.00) and both parties will diligently work to keep the cost less than this amount. Recognizing that there are many variables and unknowns at this stage of a project of this type, it is unlikely, but possible, that costs could exceed this amount. Provided adequate documentation is presented to substantiate said increases, City Council authorizes the Maximum not-to-exceed cost of $275,000 for the City's share. Should the cost exceed this amount both parties recognize that additional action by the City Council of the City of Joplin will be necessary to appropriate additional funds for this work.

b. Both parties recognize that Empire has agreed to deviate from its standard business procedures to accommodate the City and to facilitate the Zora Project. Inclusive in this action, Empire has determined that it may not adhere to the strict requirement of having equal widths of easement on each side of their utility lines, especially where existing easement widths are such that adequate room is available to safely and properly maintain their facilities.

6. **Conditions.** Notwithstanding the foregoing understandings or anything to the contrary in this MOU, the parties agree that the terms and conditions herein, and the rights and obligations of the Parties herein, are predicated on the receipt of approval described in Section 2. In the event such approval is not obtained, the Parties agree to terminate this MOU and any related documents and agreements and to discontinue further actions in connection with the Zora Project.

7. **Miscellaneous.**

a. Modification. This MOU constitutes the complete and exclusive understanding of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification, or amendment of any provision of this MOU will be effective only if in writing and signed by the Parties hereto.

b. Assignment. No Party may assign its rights or delegate its duties under this MOU (including by merger or other operation of law), either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any

attempted assignment or delegation without such consent will be void.

c. Notices. Any notices under this MOU must be in writing and sent by hand delivery, by certified mail, return receipt requested, or by overnight mail to the applicable Party at the address set forth below, or to such other address provided by a party from time to time. Such notice will be effective upon receipt.

To City:

Mr. Nick Heatherly
City of Joplin
602 S. Main
Joplin, Missouri 64801

To Empire:

Mr. Brent Baker
The Empire District Electric Company
602 S. Joplin Avenue
Joplin, Missouri 64801

d. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri.

e. Counterparts; Delivery. This MOU may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. This MOU may be signed and delivered by the email exchange of signed signatures pages, with the same force and effect as the exchange of original signatures.

f. Headings. The headings in this MOU are for convenience only and shall not in any way affect the interpretation or enforceability of this Agreement.

g. Severability. If any provision of this MOU is for any reason found to be unenforceable, it shall be modified to reflect the fullest enforceable intent of the Parties, or if such modification is not possible, it shall be severed, and the remainder of the MOU will continue in full force and effect.

<The rest of this page is intentionally left blank. Signature page follows.>

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the date first set forth above and each Party hereby represents and warrants that its respective signatory whose signature appears below has been and is fully authorized by all necessary and appropriate actions to execute this MOU.

CITY OF JOPLIN

By: _____

Name: _____

Title: _____

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015
Council Bill No. 2015-110

Item: Zora Widening, Empire Memorandum of Understanding
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Memorandum of Understanding
3) Council Bill No. 2015-110

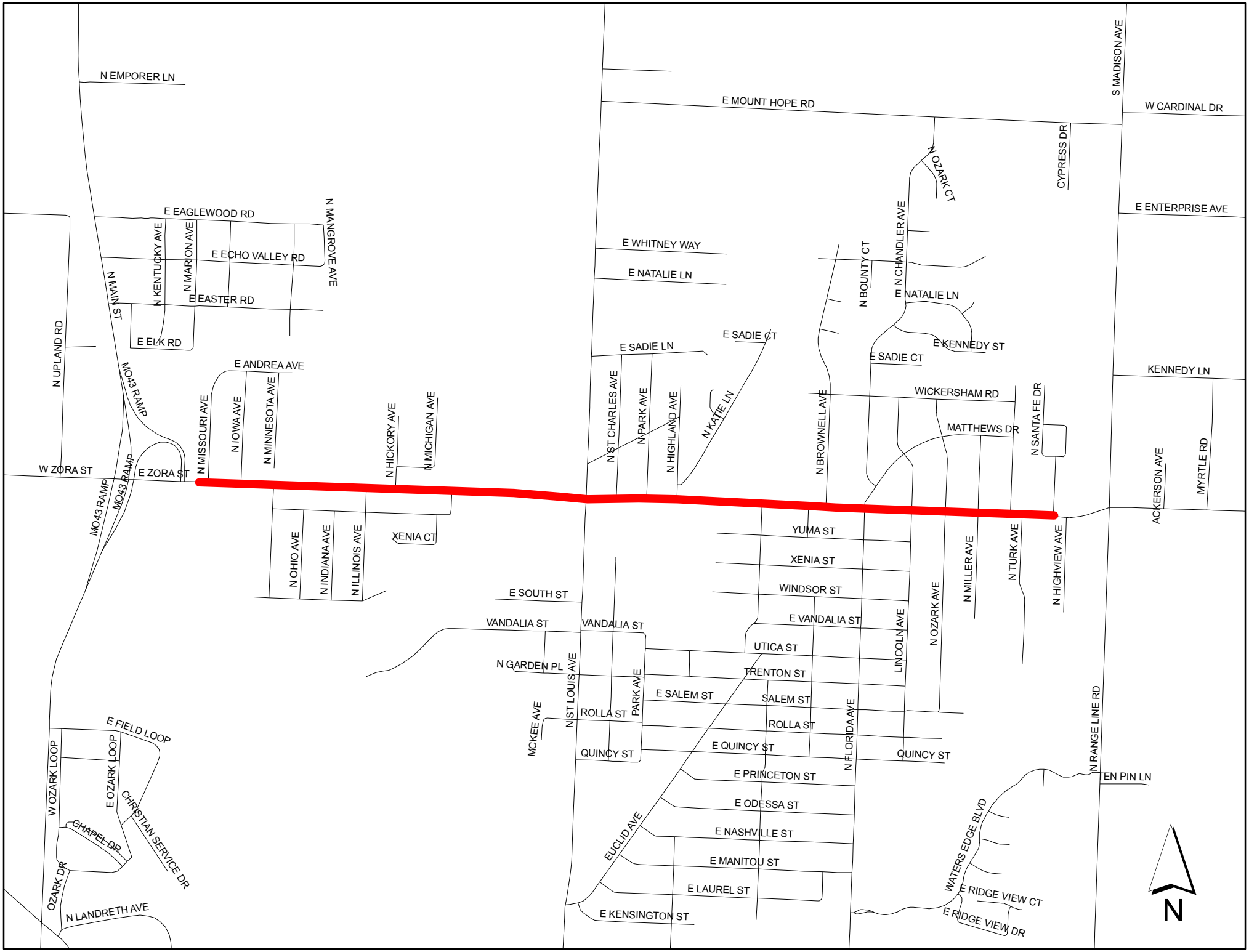
Department Head: Nick Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Memorandum of Understanding with Empire District Electric Company in the amount of $275,000.00 for relocate and maintain their utility lines for the Zora Widening Project, Highview to Missouri.

Background: In 1998, the East/West Corridor Study was completed which recommended improvements on Zora Street from the Range Line bypass (Route 249) to Route JJ. The improvement of Zora Street from Highview Avenue to Missouri Avenue was set up as a multi-phase project. The first phases included storm water drainage improvements and the construction of a three lane street, based on a design for future 5 lanes. This agreement is for the final phase of the project.

Discussion: Attached is the Memorandum of Understanding. The existing Empire Utility poles are on Empire's private easement. City Staff negotiated a memorandum of Understanding with Empire to relocate & maintain the existing utility poles out of the construction limits for the Zora widening project. The anticipated total cost for the Empire Easements & relocation is anticipated to be less than $400,000 with the city paying 57.43% of the cost & Empire Electric paying the remaining cost. The Memorandum of Understanding allows for over runs & sets a Maximum not -to-exceed cost of $275,000 for the City's 57.43% share.

Recommendation: The staff recommends the Memorandum of Understanding with Empire District Electric Company for the not to exceed amount of $275,000 for Empire to relocate & maintain the existing utility poles out of the construction limits for the Zora widening project.


N EMPORER LN
E MOUNT HOPE RD
S MADISON AVE
W CARDINAL DR
CYPRESS DR
N OZARK CT
E ENTERPRISE AVE
E EAGLEWOOD RD
N MANGROVE AVE
N KENTUCKY AVE
N MARION AVE
E ECHO VALLEY RD
E WHITNEY WAY
E NATALIE LN
N BOUNTY CT
N CHANDLER AVE
E NATALIE LN
N MAIN ST
E EASTER RD
E ELK RD
N UPLAND RD
MO43 RAMP
E SADIE LN
E SADIE CT
E KENNEDY ST
E SADIE CT
KENNEDY LN
E ANDREA AVE
N MISSOURI AVE
N IOWA AVE
N MINNESOTA AVE
N HICKORY AVE
N MICHIGAN AVE
N ST CHARLES AVE
N PARK AVE
N HIGHLAND AVE
N KATIE LN
N BROWNELL AVE
WICKERSHAM RD
N SANTA FE DR
MATTHEWS DR
ACKERSON AVE
MYRTLE RD
W ZORA ST
E ZORA ST
MO43 RAMP
MO43 RAMP
XENIA CT
N OHIO AVE
N INDIANA AVE
N ILLINOIS AVE
YUMA ST
XENIA ST
WINDSOR ST
E VANDALIA ST
N MILLER AVE
N TURK AVE
N HIGHVIEW AVE
E SOUTH ST
VANDALIA ST
VANDALIA ST
N GARDEN PL
UTICA ST
TRENTON ST
LINCOLN AVE
N OZARK AVE
N ST LOUIS AVE
PARK AVE
E SALEM ST
SALEM ST
MCKEE AVE
ROLLA ST
ROLLA ST
N FLORIDA AVE
QUINCY ST
E QUINCY ST
QUINCY ST
N RANGE LINE RD
E PRINCETON ST
TEN PIN LN
E ODESSA ST
E FIELD LOOP
W OZARK LOOP
E OZARK LOOP
CHRISTIAN SERVICE DR
CHAPEL DR
EUCLID AVE
E NASHVILLE ST
WATERS EDGE BLVD
E MANITOU ST
OZARK DR
E LAUREL ST
E RIDGE VIEW CT
N LANDRETH AVE
E KENSINGTON ST
E RIDGE VIEW DR
N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

ITEM: Council Bill No. 2015-350 authorizing and approving an Agreement between the City of Joplin and TriState Engineering.

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Council Bill No. 2015- 350
Exhibit A-E
Civil Site Engineering Services Agreement

PUBLIC WORKS DIRECTOR:	Nick Heatherly	Date:
PLANNING & CD DIRECTOR:	Troy Bolander	Date:
FINANCE DIRECTOR:	Leslie Haase	Date:
CITY ATTORNEY:	Peter C. Edwards	Date:
CITY MANAGER:	Sam L. Anselm	Date:

INTRODUCTION:

This Council Bill authorizes the City of Joplin to enter into Agreement with the TriState Engineering for Civil Site Engineering Services relating to the Economic Development Administration funded Library at 20th & Connecticut.

DISCUSSION:

This Council Bill authorizes the City of Joplin to enter into an Agreement with TriState Engineering for Civil Site Engineering Services to advance the planning and coordination of the new library and associated infrastructure at 20th & Connecticut; authorizing the City Manager to execute said Agreement in substantially similar form; and containing an emergency clause.

The engineering firm will work closely with City and Library staff and leadership, the City procured project manager, CBC group, and other entities to design the library facility, including such items as civil engineering and site design, developing associated infrastructure improvements, library planning and will generally assist the City in coordinating construction and assisting various grant reporting and requirements.

RECOMMENDATION:

Staff recommends this Council Bill be approved on an emergency basis within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library and associated infrastructure under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the design, planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

COUNCIL BILL NO. 2015-350 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with TriState Engineering for Civil Site Engineering Services to advance planning and coordination of the Economic Development Administration funded library and associated infrastructure at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and TriState Engineering for Civil Site Engineering Services dealing generally with site development and coordination of the Economic Development Administration funded library complex at 20th & Connecticut in the amount not to exceed Six Hundred Twenty-Seven Thousand, Six Hundred and Fifty Dollars ($627,650.00), attached hereto as Exhibit A,

Section 2. That the City Manager is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library and associated infrastructure under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the design, planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

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

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) FOR CIVIL ENGINEERING SERVICES

(2015-RFQ-02)

REQUEST FOR QUALIFICATIONS (RFQ)
FOR CIVIL ENGINEERING SERVICES
FOR JOPLIN PUBLIC LIBRARY
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CITY OF JOPLIN
REQUEST FOR CIVIL ENGINEERING SERVICES

The City of Joplin, Missouri will accept sealed qualifications until 2:00 P. M., November 24, 2014 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

CIVIL ENGINEERING SERVICES
JOPLIN PUBLIC LIBRARY

Specifications and bid forms are available from Tony Robyn, Disaster Recovery Coordinator at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

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

A general description of scope of work for this RFQ is attached as Exhibit “A”.

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. Caution to those submitting qualifications; those not in the proper form may be rejected.

CITY OF JOPLIN
REQUEST FOR CIVIL ENGINEERING SERVICES

PURPOSE OF RFQ

CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing civil engineering services in connection with the Joplin Public Library as herein outlined.

LOCATION

CITY OF JOPLIN is planning to construct a new approximately 50,000SF public library. The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of a civil engineering design firm for a new library complex to assist in the site design of the facility including such items as estimating and compiling budgets, full civil design, coordinating for the project, and assist with various grant reporting requirements. All work is in Joplin, Missouri. CITY OF JOPLIN/CBC intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE

CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Civil Engineer during the planning of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Engineers". CITY OF JOPLIN will give prime consideration to the Civil Engineer with significant, current experience in the development, design, and construction, of similar projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK

The selected Civil Engineer will be required to perform the basic Civil engineering services to be specified more fully in a contract agreement. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. CITY OF JOPLIN anticipates a contract which will include design, construction documents, securing approvals and cost estimations as well as collaborating with architect design firm; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The attached contract in Exhibit C will be utilized. The Civil Engineer will be required to retain and be responsible for all basic engineering disciplines such as basic civil design, grading, utility and landscape design as appropriate for the Scope of Work negotiated. The Civil Engineer will also be responsible for assisting with all civil entitlements required for the project including topographic survey, zoning and platting. Architectural design firm will be under separate RFQ. The Civil Engineer is also required to identify and select the appropriate sub-consultants; however,

CITY OF JOPLIN reserves the right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING

Funding for the work described herein will be provided through the Economic Development Administration (EDA) with addition funding provided through the CITY OF JOPLIN.

FEDERAL GRANT REQUIREMENTS

Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines to include the following:

Access to and Retention of Records: The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

Discrimination: The contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national original 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(a)(7), 29 C.F.R. Part o471 Appendix A to Subparty 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.

SELECTION PROCESS

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

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received. CITY OF JOPLIN may request that presentations be made to Selection committee consisting of city staff, city project manager, CBC and library staff.

EVALUATION CRITERIA

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

Stage 1 Mandatory Criteria -

"MANDATORY CRITERIA"	SATISFIED (YES/NO)
Demonstrated experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience working with city funded and/or federally funded projects	

The CITY OF JOPLIN may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

Stage 2 Rated Criteria - 100 possible points

"RATED CRITERIA"	MINIMUM RATED CRITERIA THRESHOLD (Minimum 3 out of 5)	WEIGHTING
Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein	30 Maximum Points Possible	30%
Experience - previous experience performing related projects of complex nature	25 Maximum Points Possible	25%
References - will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
TOTAL	100 Maximum Points Possible	100%

ADDITIONAL INSTRUCTIONS , NOTIFICATIONS AND INFORMATION

No Gratuities - Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

ADMINISTRATIVE REQUIREMENTS

A. RFQ Schedule

Activity	Date
RFQ issued	October 26, 2014
Final questions due from potential vendors	November 14, 2014
City responses to questions and/or addenda issuance	November 18, 2014
Proposal Submission Deadline	November 24, 2014
Proposed Shortlist Selection Date	December 2, 2014
Proposed Interviews and Contract Discussions	Week of Dec 8, 2014

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

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

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 2 p.m., November 14, 2014 via e-mail to both trobyn@joplinmo.org and mkaiser@cbcrealestategroup.com or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids

The City may at its discretion dictate multiple design phases and construction contracts for any project. Staying within the proposed project budget will be of primary concern to the City staff. Innovative solutions outside of the proposed project plan will be given serious consideration. The City reserves the right to award one or more projects to one or more firms.

C. All Information True

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

D. Interviews

After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are “short-listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent’s approach, but on an appraisal of the persons who would be directly involved in the Project. “Short listed” respondents may be asked to make a presentation to the CITY OF JOPLIN project team and leadership.

E. Inquires

Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

F. Cost of Responses

CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

G. No Obligation

CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN’s best interest; or cancel the entire process.

H. Professional Liability Insurance

The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. An original and one copy of the responses are to be delivered to:

Contact: Tony Robyn, Disaster Recovery Coordinator
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Michelle Kaiser, Senior Project Manager
CBC Real Estate Group, LLC – Senior Project Manager
Phone: 816-285-9550
Email: mkaiser@cbcrealestategroup.com

Submittals will be received by the Disaster Recovery Coordinator and Project Manager at the specified location until the time and date cited above. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in an envelope with the Request for Qualifications number **(2015-RFQ-02)** and the Vendor's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. A digital copy in Word or PDF format should be included on CD or flash drive.

Proposers are strongly encouraged to carefully read the entire Request for Qualifications.

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

Each submittal shall include the following:

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

in the Scope of Services.

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. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

2) Organizational Structure

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

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.

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

5) References

Each Contractor must furnish a minimum of five (5) references. At least three (3) of the five (5) references should be from projects of similar complexity and community size 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.

6) Disclosures

Disclose and detail whether your firm, staff, or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements. Disclosure of previous activity will not automatically disqualify your firm. Failure to disclose participation in predevelopment activities will disqualify the applicant.

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

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

Purpose

The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of a Civil Engineering firm for a new library complex for site design and construction documents, coordinating additional RFQ's for the project, and assist with various grant reporting requirements.

Background

Joplin's *Blueprint for the Future* and the Citizens Advisory Recovery Team *Implementation Next Steps* both identify opportunities to continue to develop, invigorate, and nurture the areas most devastated by the tornado, as well as create synergy among major anchor projects and other projects underway in the community. By design, the library, like many of the proposed redevelopment projects and programs have ripple effects beyond the tornado damage zone and are intended to reach a broad base of citizenry and their expressed needs and issues. Since the early stages of recovery, the city's objective and actions have been to stabilize and minimize population loss. In addition to the reconstruction and development underway across the city and disaster area, the importance of this project stems from the fact that it is part of a suite of priority reconstruction and recovery efforts, including critical infrastructure improvements and anchor developments intended to transform the face of Joplin into an interconnected, vibrant and growing city moving forward. These projects together provide a powerful catalytic effect within and adjacent to the tornado recovery zone and provide incentives and implications for associated ancillary development, while specifically addressing a multitude of community challenges and needs. The whole of these projects will benefit the Joplin community well into the future and represent an unprecedented, once in a life time opportunity.

In 2012, the City of Joplin was awarded a grant from the U.S. Economic Development Administration, EDA Award No.: 05-79-05345, to relocate and build a modern library facility in the heart of the disaster area, to, in part, help generate growth and economic resiliency in the wake of the 2011 tornado disaster. This EDA grant is for the redevelopment of the tornado impact zone including 20th Street corridor improvements. This project will be partially funded with Federal funds from the US Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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

CBC Real Estate Group, LLC has been selected as Project Development Manager, and is responsible for all aspects of procurement, programming, construction management and delivery of the Joplin Library Complex. The successful bidder will work closely with

designated City staff and CBC personnel and will be under the direction of the CBC project manager.

General Requirements

The selected civil engineer will be responsible for:

Site design and civil entitlement work for a modern public library facility of approximately 50,000 - 60,000 square feet (subject to final design) at 20th and Connecticut Streets in Joplin, Missouri, together with approximately 150 surface parking spots, landscaping, streetscaping, pedestrian access improvements, and an intermodal trailhead/pocket-park interface. The approximately 6 acre site is a combination of 12 different parcels which are under control of the City of Joplin by either 100 year ground lease or purchase. The property will require a boundary survey and rezoning. The City of Joplin is presently evaluating best methods to complete this scope.

While not seeking Leadership in Energy and Environmental Design certification, the overall facility should incorporate Leadership in Energy and Environmental Design-type standards and include sustainable technologies and innovations related to water efficiency, landscaping, site usability, and storm water management. Additional facility innovations and improvements should be explored and cost-projected such as an outdoor amphitheater and pocket park that can be utilized by the general public and programmed for library patrons

Site design will include surface parking for visitors, estimated at 150 spaces; capacity will be determined by the final site plan and will include a networked cluster of at least four Electric Vehicle Charging Station spaces with additional electrical conduit capacity allowing future expandability to ten spots. The charging station will be located near the electrical breaker panels and will also necessitate Wi-Fi, cellular coverage or a repeater.

The conceptual site design should incorporate landscape and streetscape elements which will tightly integrate–visually as well as in terms of pedestrian and traffic circulation–the facility with the proposed future adjacent mixed-use development to the east, as well as with 20th Street, Connecticut Avenue, and the surrounding residential neighborhoods. Considerable screening and berming should be incorporated providing residential privacy. The overall design concept is to create an anchor facility that is a landmark for the 20th and Connecticut intersection and serves as a modern key element of an integrated, family-friendly destination for adults,

students and children, which integrate seamlessly with the surrounding neighborhoods to enhance the community's vitality and viability as a walkable community. Library and site streetscape, frontage, and pedestrian elements should conform to, and integrate with, overall 20th Street Corridor design elements in design, aesthetics, and functionability and conform to all City codes and regulations.

Infrastructure and Site Conditions and requirements are modest; the site is currently cleared of vegetation and buildings with the exception of an asphalt parking lot remaining from buildings destroyed by the tornado. The site is relatively level, with minimal excavation work required. Completed Phase I and II Environmental studies give no indication of undermining or mine tailings issues at or surrounding the site; however some lead soil remediation will take place during construction in accordance with Jasper County procedures. Existing streets (20th and Connecticut) are adequate to serve the site. Adequate utility infrastructure is already in place to the site. Innovative stormwater management, run-off quality, and quality Missouri native landscaping approaches are important and will be incorporated in the conceptual site plan; exterior lighting and signage will be modest in keeping with the City's corridor overlay design standards and will mitigate light pollution. North and South Public Trolley Stops on Connecticut will be incorporated. Based on adjacent neighborhood residents' recommendations of any final design, the design will incorporate significant landscaped berming and buffering to minimize any adverse noise or view shed impacts for privacy. Include traffic lights at 18th and Connecticut and any other necessary traffic control provisions.

Site Plan Opportunity: See attached map of site. Also, to the east of the site is a proposed 100,000 square feet of future mixed-use retail/residential private development; library site designs should allow for interconnectivity with pedestrian access, parking and traffic flow. While not a part of the EDA-supported project, this private development is indicative of the economic development envisioned in the 20th and Connecticut area that will be catalyzed by the project and, in turn, will be an additional draw for traffic to the library. The site plan should at least include a pocket-park setting with intermodal trailhead features including benches, signage, lighting, art and water features, however, a small outdoor amphitheater should also be explored.

The site presents no major obstacles to the proposed construction. It is relativelylevel and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures (with the exception of four foundation slabs and an asphalt parking lot from buildings destroyed by the storm), trees and major vegetation. Adjacent streets are in place and all utilities are readily available.

EXHIBIT "B"
SPECIFIC REQUIREMENTS

Scope of Work

Selected firm will be required to work with CBC/CITY OF JOPLIN to finalize site design to ensure needs of CBC/CITY OF JOPLIN as well as commitments made in grant application are satisfied. Based on this information, your firm will develop in collaboration with selected architectural design firm preliminary site plan. A formal presentation will be made to building committee and CBC/CITY OF JOPLIN Board members in order to finalize design intent. Presentation materials should be in full color.

In collaboration CBC/CITY OF JOPLIN and architectural design firm the civil engineer will:

1. Assemble and review all available site data for the project area;
2. Meet with government and non-government personnel to ascertain all concerns, issues, problems and programs directly related to the project area;
3. Fully coordinate all activities necessary to complete the project including development of schematic designs and construction drawings and secure approvals from relevant agencies;
4. Master site plan and programming for site; building footprint will be provided by provided by selected architectural design firm. Civil will prepare detailed site layout and site design to incorporate the architect's conceptual plan, library direction and city requirements
5. Complete traffic study based on City of Joplin requirements;
6. Work with CBC/CITY OF JOPLIN to rezone all parcels;
7. Complete boundary and topographic survey (undetermined at this time if ALTA will be required);
8. Prepare necessary site plan documents for design review package in collaboration with architect including being present at all necessary meetings;
9. Preliminary landscape design for city submittals and design review;
10. SWPPP/Erosion & Sediment control plan as required to meet local requirements and EPA standards;
11. Attend coordination meetings with the design team, library, city and agencies during the course of the project;
12. Provide supplementary assistance to the design team to competitively bid the proposed work including cost estimating, review of general contractor proposed alternates and preparation of bidding addenda;
13. Close out documents as needed by governmental agencies

The above is a basic scope of work to provide a general scope of work. Additional scope may be added at the discretion of CBC/CITY OF JOPLIN.

Construction Documents and Administration

Based upon CBC/CITY OF JOPLIN approved preliminary design, Civil Engineer shall further prepare, document and develop final Construction Documents to cover all Work.

1. Construction documents to include;

- site layout including final location, sizing and layout of pedestrian and vehicle access, parking, building location, ADA requirements, paving material and site furnishings. Civil to provide all site details necessary to demonstrate specified site construction. Civil to coordinate efforts with architectural design team including electrical engineer for site lighting and power.
- Prepare grading and drainage construction plans in accordance with current industry standards and agency requirements
- Provide site engineering for all site utilities: sanitary sewer, water, power, gas and storm sewer. Civil to coordinate with City of Joplin or other agencies for design of this work;
- Refine preliminary site landscape plans prepared for entitlement approvals to include a complete planting plan with tree and shrub call-outs, bed areas defined, lawn areas designated, and in all legends, schedules and planting details required. Also include a complete irrigation plan including point of connection, mainline route, zoning, valve locations, lateral configuration, head layout, along with legends, schedules, and irrigation component details

2. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin disaster recovery coordinator.
3. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
4. Bid documents will be required to include all of the applicable federal provisions (i.e. BuyAmeria, EDA contracting provisions, EDA sign, etc)
5. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or general contractors which the client may choose to become involved in the preparation of plans.
6. In order to support the fast track delivery of the Project, the Civil Engineer may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
7. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the designated locality. The firm shall provide appropriate Civil Engineers seal as required.
8. Arrange for and conduct a pre-construction conference with client, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.

9. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
10. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than one (1) week for any single submission.
11. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by client or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.
12. Prepare and issue addenda requests for pricing, etc., as requested.
13. Attend weekly construction meetings at the job site.
14. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the client.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program (“FWAP”) that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

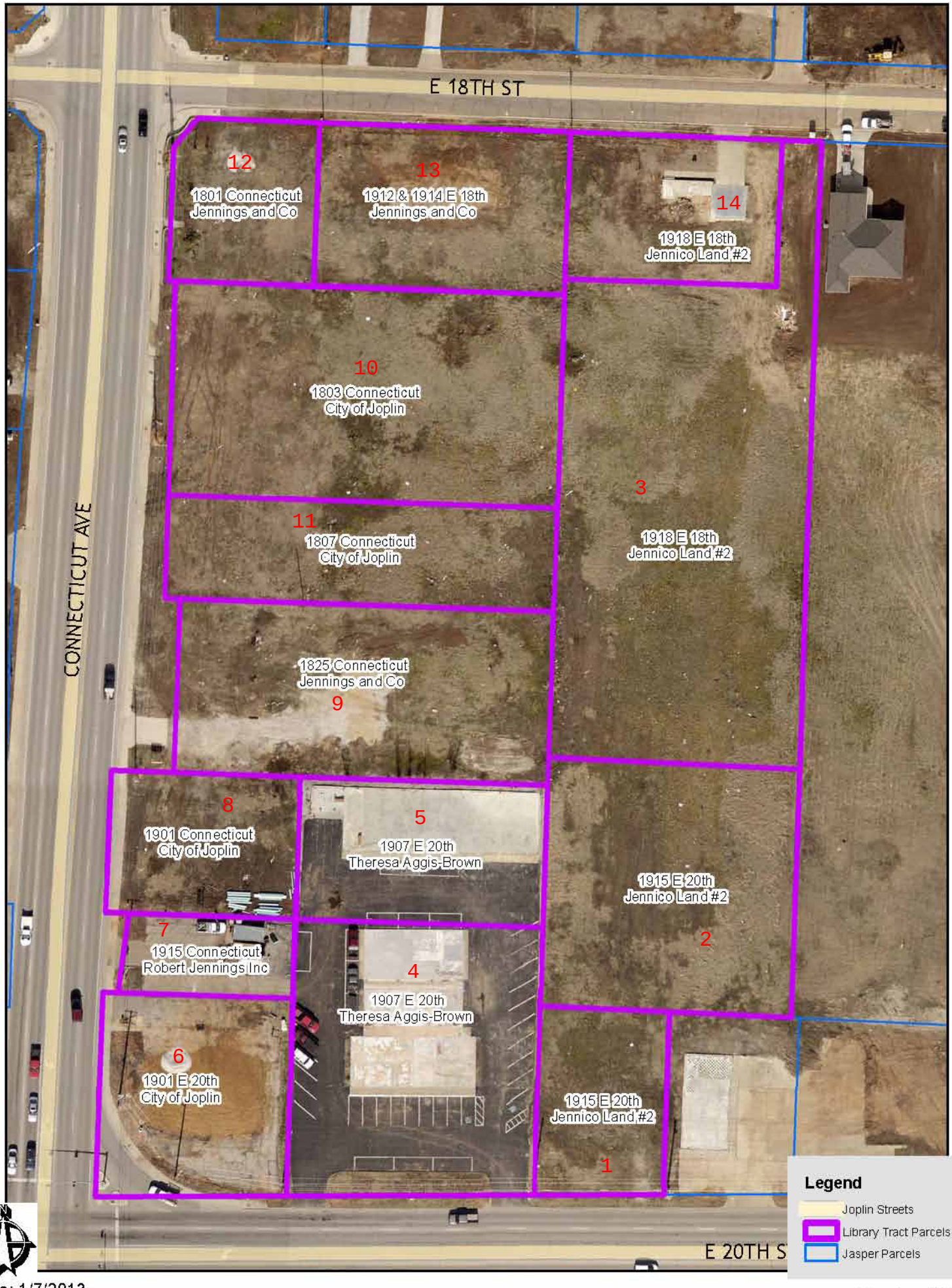
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in

connection with the contract services provided to the City.

_____

Affiant



Date: 1/7/2013

1 inch = 80 feet

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: **Tony Robyn** **trobyn@joplinmo.org**		Attention:	
Department: **Planning and Community Development-Disaster Recovery**		Phone:	Fax:
Phone: **417-624-0820, ext 541**	Fax: **417-624-4620**		

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

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

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

11. **Occupational License**: The 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 paymentof all local, state, and federal taxes and assessments owed by Engineer is current.

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

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

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

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

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

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

f) In the event of the Engineer'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 Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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'sobligation 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 Engineer 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 Engineer 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 Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

23. **Authorized Employees**. Engineer 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. Engineer therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

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

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

27. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the 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.

33. **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.

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

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

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

By: _____

Printed Name: _____

Title: _____

Date: _____

Name & Title of Staff Project Manager

CITY OF

_____
Tony Ro
Disaster

By: ____
Ni
Pu

Date: __

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 Hamm, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer

REVIEWED FOR APPROVAL

PROFRESSIONAL CIVIL ENGINEERING SERVICES
Fee Proposal
SAMPLE ONLY FOR CONTRACT

A. Proposal Information

Civil Engineer: _____

Signed By: _____ Dated: _____

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost/RSF	Percent of Total Proposal	Proposal Hours
Topographic/Boundary Survey	$		
Civil Entitlements	$		
Design Development	$		
Contract Documents	$		
Contract Administration	$		
Landscape Design	$		
Traffic Study	$		
Post Construction	$		
Total Fee Proposal	$		

ESTIMATED COST OF REIMBURSABLES - travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
	$	
	$	
	$	
Reimbursable Expense Estimate	$	

ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	

EXHIBIT B

REQUEST FOR QUALIFICATIONS
JOPLIN PUBLIC LIBRARY - CIVIL
(2015-RFQ-02)
TRI-STATE ENGINEERING



WICHITA GREENWAY PROJECT
DESIGN WORKSHOP

November 24, 2014

Tony Robyn, Disaster Recovery Coordinator - City of Joplin
Michelle Kaiser, Senior Project Manager - CBC Real Estate Group, LLC
602 S. Main Street
Joplin, MO 64801

Mr. Robyn, Ms. Kaiser & Selection Committee,

It is our understanding that the City of Joplin wishes to complete site design and construction for the new Joplin Library at 20th Street and Connecticut Avenue. This project is of critical importance to the future redevelopment of the 20th Street corridor. Tri-State Engineering (TSE) responds with interest in performing the needed civil engineering, surveying, landscape architecture and traffic engineering for this project.

This particular library project is unique in several ways. This project will set the tone and expectations of future anchor projects both in the 20th Street corridor and other disaster recovery projects. The success of the library and surrounding area will play a major role in transforming Joplin into the interconnected, vibrant and growing city its citizen's desire. For these reasons, we wish to express our excitement to assist the City in this endeavor.

- Our team of TSE, Design Workshop and CJW offers a unique blend of professionals who have the right balance of expertise and local knowledge to complete your design needs.
- TSE staff understands the local importance of this project and have already completed several disaster recovery projects that contribute to the progress and transforming nature of the city.
- Our team has the graphics and 3D modeling capabilities to keep the design features fresh and accessible to the City's staff for interaction and creative collaboration.

This statement of qualifications conforms to the RFQ outline in chronological order of responses requested on pages 11 and 12. This should make your review and evaluation of our submission easy and quick.

TSE's project team is located at 702 S. Main Street in Joplin. Our landscape architecture sub-consultant, Design Workshop, is located is Aspen, Colorado. Our traffic engineer sub-consultant, CJW Transportation Consultants, is located in Joplin.

We appreciate the opportunity to continue our business relationship with Joplin. It is our desire to continue providing excellent service and responsiveness to your consulting engineering needs.

Sincerely,

Clayton Cristy, PE, CEO
Principle In Charge

Shaun McConnaughey, PE
Project Engineer

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Appendix

Exhibits
Subconsultant Information & Projects

Company Profile

Firm Information

Full Legal Name: Tri-State Engineering, Inc.

Date of Establishment: July 5, 1979

Type of Entity & Expertise: Engineering Corporation providing Civil Engineering & Land Surveying

Current Ownership Structure: Employee Stock Ownership Trust owns 55%, Four Minority Owners own 45%



















State Licensure

Clayton Cristy, PE Principle In Charge	Licensed Professional Engineer Missouri # 028604
Shaun McConnaghey, PE Project Engineer	Licensed Professional Engineer Missouri # 2013019078
Steve Lewis, PLS, CFedS Project Surveyor	Licensed Professional Land Surveyor Missouri # 002514

Work Completion Office

All work completed by the engineering design and surveying staff project team will take place at 702 S. Main Street, Joplin, MO.

Sub-Consultant work for traffic study data will take place at 2361 S. Outer Road, Joplin, MO.

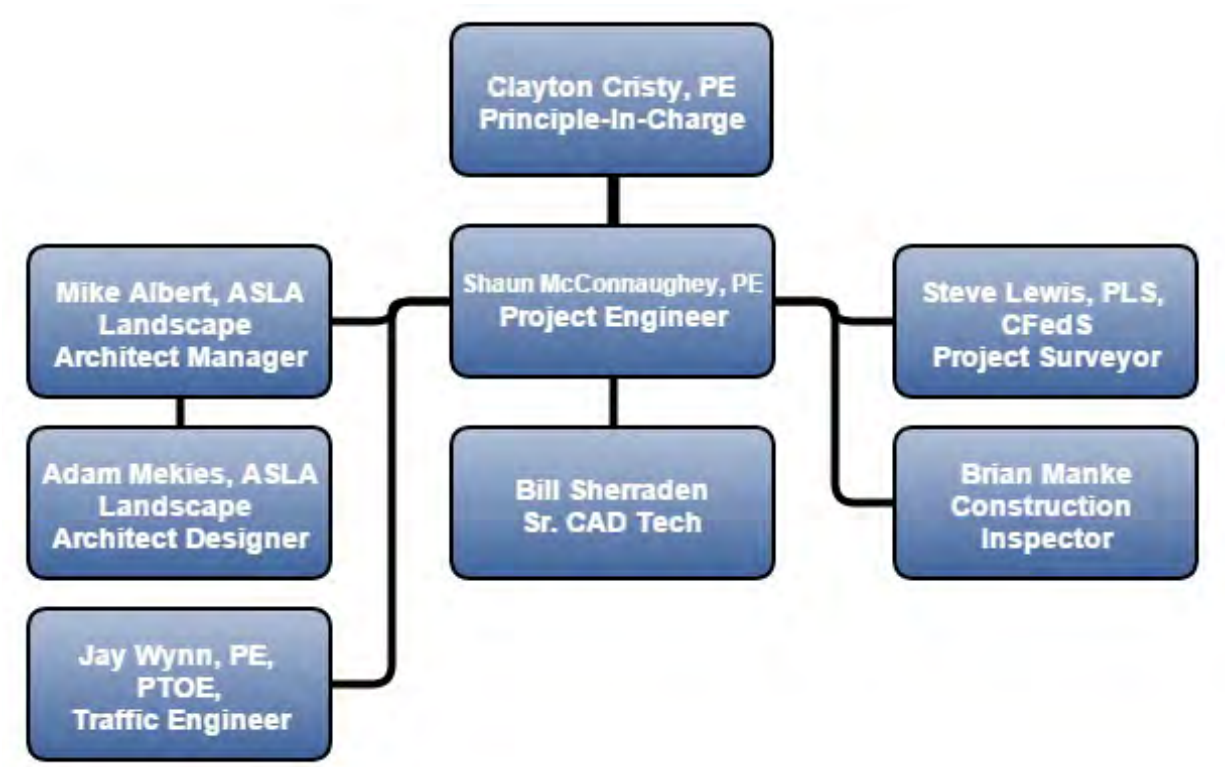
Sub-Consultant work for Landscape Architecture design will take place at 120 E Main St # 100, Aspen, CO.

Project Manager

Clayton Cristy, PE
Clayton works in the TSE Joplin office mentioned above.
CCristy@tristate-engineering.com

Organizational Structure

Project Team Diagram



Principle-In-Charge - Clayton Cristy, PE, CFM

Clayton is the Project Manager overseeing the project. He will act as the primary contact for the City of Joplin and CBC Real Estate Group. Clayton will assign tasks and coordinate work flow.

Project Engineer - Shaun McConnaughey, PE

Shaun will serve as the Project Engineer overseeing all engineering design tasks. He will work closely with Clayton and the design team to coordinate and execute an efficient design and construction plan.

Senior CAD Designer - Bill Sherraden

Bill will work with Shaun to complete design plans. Bill will also serve as TSE's liaison to our sub-consultants.

Project Surveyor - Steve Lewis, PLS, CFedS

Steve will serve as the Project Surveyor collecting necessary boundary and topographic data for the design team. He will also assist in the rezoning process, as needed.

Landscape Architect - Mike Albert, ASLA

Mike is the sub-consultant Landscape Architect overseeing all design aspects of landscaping and streetscaping plans. He will coordinate with the Project Engineer for Master Planning and overall project integration of ampitheater, park connection and trail head.

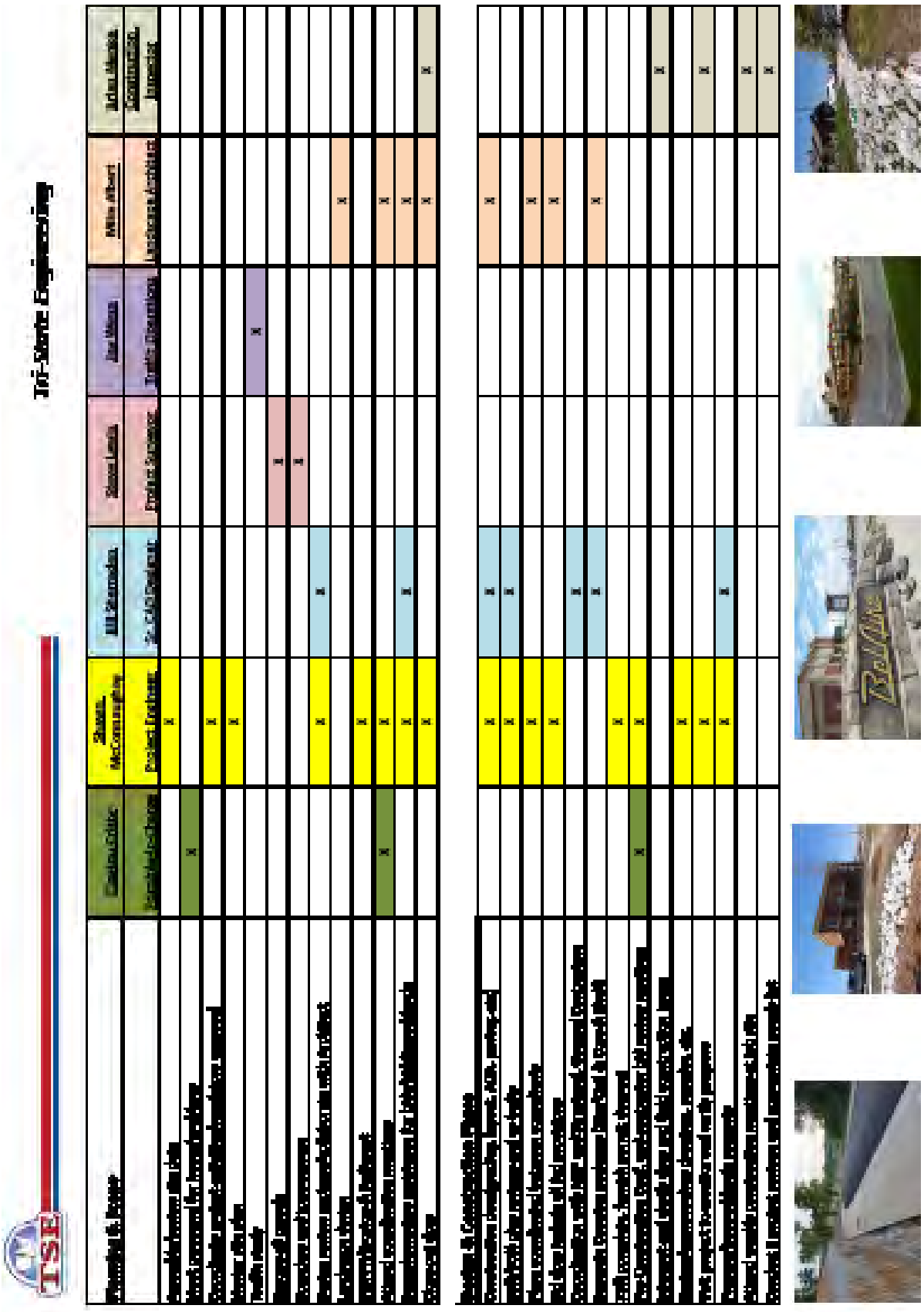
Traffic Engineer - Jay Wynn, PE, PTOE

Jay will serve as the Traffic Engineer and provide traffic study data to the Project Engineer. Jay's data will be incorporated into the overall project integration plan for vehicular and pedestrian traffic.

Construction Inspector - Brian Manke

Brian will serve as the Construction Inspector representing the engineering design plan to the general contractor. He will work closely with the Project Engineer in helping to resolve field issues and execute a "punch list."

This will be an 11x17 fold out and display in landscape format



Resumes



Clayton L. Cristy, P.E., CEO
Principle-In-Charge

EDUCATION

Missouri University of Science & Technology - Rolla, 1992
B.S., Civil Engineering, Cum Laude

REGISTRATION

Professional Engineer - Missouri, Oklahoma, Kansas, Arkansas

AFFILIATIONS

National Society of Professional Engineers

Missouri Society of Professional Engineers

American Council of Engineering Companies

YEARS EXPERIENCE

21 Years | 19 Years with TSE

ENGINEERING DISCIPLINES

Transportation

Storm Water Drainage

Floodplain Management

Site Design

Water Systems

Wastewater Systems

What Sets TSE Apart?
"I think one thing that differentiates some of our engineers is our experience as City and County engineers. This gives us a different perspective than many design consultants."

Professional Experience

Clayton will be serving as Principle-In-Charge. Clayton has 21 years experience leading project teams in completing both large and small scale projects. He is very familiar with the Joplin area having served his entire professional career in Joplin. He is most accomplished in transportation engineering but also has completed many projects in water systems, drainage systems and site development. He is a Certified Floodplain Manager and serves as Jasper County, Missouri's Floodplain Administrator.

Prior Experience with City of Joplin

Clayton has good working relationships with the City of Joplin Public Works and Engineering Staff. He has led TSE in numerous projects for the City of Joplin, primarily in the areas of transportation and storm water drainage.

Relevant Project Experience:

Site Design

- Missouri Alternative and Renewable Energy Technology (MARET) Center at Crowder College - Neosho, MO
- FEMA subcontractor performed site grading, water, sewer and paving plans on multiple sites for temporary housing after the May 22, 2011 Joplin Tornado.
- Public Training Facility & Driving Pad. To be used for police and fire training in Joplin, MO
- Joplin Historic Stockyards Redevelopment - Joplin, MO

Storm Water Drainage

- Assists Jasper County, MO with floodplain determinations for building permits, reviews floodplain development permits, and performs damage assessments to determine substantial damaged structures

Disaster Relief & Recovery Projects

- FEMA Temporary Housing project after 2011 Joplin Tornado
- Infrastructure Inventory & Conditions Assessement in 2011 Joplin Tornado Zone
- Infrastructure repair and replacement planning for sidewalks, curb and gutter, storm drain inlets and paving. This is part of the JET Team assignment on the CDBG-DR funding.

Resumes



Shaun McConnaughey, P.E.
Project Engineer

EDUCATION

Missouri University of Science and Technology, 2008, Bachelor of Science in Civil Engineering

REGISTRATION

Professional Engineer - Missouri, Oklahoma, Kansas, Arkansas

AFFILIATIONS

Missouri Society of Professional Engineers (SW Chapter President, 2013-2014)

American Society of Civil Engineers

American Public Works Association

Missouri Water & Wastewater Conference

American Council of Engineering Companies

YEARS EXPERIENCE

6 years with TSE

ENGINEERING DISCIPLINES

Environmental Construction

Wastewater Systems

Water Systems

Stormwater Drainage

Construction Observation

Background/Role in this Proposal:

Shaun will be serving as the Project Engineer. Shaun has 6 years experience, all in Joplin. Shaun has advanced rapidly in his understanding and ability to manage projects in sanitary sewer design, water system design and stormwater facilities design. He is particularly skilled at Construction Observation representing the integrity of the engineering design during construction.

Prior Experience with City of Joplin:

Shaun has been establishing good relationships with the City of Joplin Public Works and Engineering staff. He is particularly skilled in Construction Phase services providing engineering expertise as a Resident Project Representative.

Relevant Project Experience:

Site Design

- Joplin Historic Stockyards Redevelopment - Joplin, MO
- Adawe Travel Plaza (Ottawa Tribe of Oklahoma) - Miami, OK
- Public Training Facility & Driving Pad. To be used for police and fire training in Joplin, MO
- Airport Industrial Park Drainage Study & Preliminary Street Design - Joplin, MO

Storm Water

Numerous storm water and drainage projects have been completed with Shaun's assistance and input. He is rapidly gaining experience and knowledge in drainage issues and storm water handling.

- Shaun has assisted on numerous site design and storm water projects in the Joplin area.

Disaster Relief & Recovery

- Galena Landfill Expansion to accomodate debris removal after 2011 Joplin Tornado (assisted).
- Construction Inspection for 20th Street Multi-Use Transit & Trail

Resumes



Bill Sherraden
Senior CAD Designer

EDUCATION

Manhattan Area Technical College, Manhattan, KS 1973

OTHER PROFESSIONAL EXPERIENCE: (2007-2010)

Gray Rock Consulting
Civil Engineering/Landscape Architecture
Project Manager/Designer, 2008-2010

Ozark Civil Engineering,Civil Designer, 2007-2008

SOFTWARE PROFICIENCY

AutoCAD Civil 3D

YEARS EXPERIENCE

41 Years | 3 years with TSE

CAD DISCIPLINES

Site Design

Structural

Natural Gas

Background/Role in this Proposal:

Bill joined the TSE Team in 2011 bringing with him a wealth of CAD Design experience and skills. Bill is particularly suited well for site development projects. He has contributed to projects in education, retail, healthcare, hotel & hospitality, finance. He also has experience in structural design and natural gas. Bill also is experienced in project management and serves often in a liaison role for our clients.

Site Development

Bel-Aire Plaza

Bill worked closely with TSE Engineers in providing CAD support for the re-development of the Bel-Aire Plaza after the May 2011 Joplin Tornado. Key features of the project included significant site grading (site lowered approximately 10 feet), storm water mitigation, utility relocations and parking configuration. This project completed construction in 2014.

Joplin Stockyard Redevelopment

The old Joplin stockyard site was purchased for new commercial and residential development. The approximately 45-acre tract required site grading, storm water drainage, roadways, utilities and necessary permitting. This project will complete construction in 2015.

Stone's Corner Sonic Drive-In

Bill provided CAD Design and client liaison services for the site redevelopment plan for Sonic Drive-In. Sonic Drive-In sits on the northeast corner of a major intersection that was redesigned from a signalized intersection to a dual-lane roundabout. Access management issues required the owner to redevelop the site for easier more convenient access.

Joplin Public Training Facility

The City of Joplin required site redevelopment plans to construct a public training facility and driving pad for police and fireman. Bill provided CAD Design to develop utiliy, grading, paving and stormwater detention plans for the site.

Resumes



Steve Lewis, P.L.S., CFedS
Project Surveyor

EDUCATION

Denver Institute of Technology, 1989 Associate of Applied Science, Surveying & Mapping

REGISTRATION

Professional Land Surveyor - Missouri, Kansas, Oklahoma & Arkansas

Certified Federal Surveyor (CFedS)

AFFILIATIONS

Missouri Society of Professional Surveyors

Oklahoma Society of Land Surveyors

Kansas Society of Land Surveyors

Arkansas Society of Professional Surveyors

American Council of Engineering Companies

YEARS EXPERIENCE

25 years with TSE

SURVEYING DISCIPLINES

Boundary | Topographic | ALTA | Engineering Design | Construction Staking

What sets TSE apart?
"Two things.....
• our ethical standards
• the willingness to always give the client the benefit of a doubt"

Background/Role in this Proposal:

Steve will be serving as Project Surveyor. Steve has 24 years experience leading survey teams on a variety of survey tasks. Steve has served his entire career in the Joplin area and is very familiar with Joplin infrastructure and historical development in the area. Steve has managed survey crews on transportation, water, sanitary sewer, environmental cleanup, site development, and drainage facilities projects. He has extensive knowledge and experience in land, engineering and construction surveying.

Prior Experience with City of Joplin:

Steve is very familiar with City of Joplin Public Works Engineering and Surveying staff. He has managed the on-call surveying contract with the City for many years.

Relevant Project Experience:

Boundary & Topographic Surveys

For both public and private clients, Steve oversees the boundary and topographic surveying. These projects range from residential boundary surveys to major topographic surveys for EPA clean-up sites.

Engineering Design Surveys

Our in-house engineers as well as other engineering firms have come to rely on Steve for accurate and timely engineering design surveys. These surveys help engineers by locating built features, establishing vertical & horizontal controls, and locating utilities. Examples include;

- Numerous residential, commercial and industrial survey data gathering for site design projects within Joplin
- Zora & Main Street Interchange, Joplin, MO – Sub-Consultant to Transystems
- 20th Street Railroad Overpass, Joplin, MO – Sub-Consultant to Transystems
- Numerous on-call survey tasks for the City of Joplin

Disaster Relief & Recovery

- FEMA Temporary Housing project after 2011 Joplin Tornado - Construction Staking
- Galena Landfill Expansion to accomodate debris removal after 2011 Joplin Tornado - Boundary & Topo Surveys.

Resumes



Mike Albert, PLA, AICP, LEED AP
Landscape Architect Manager

EDUCATION

Master in Landscape Architecture, with Distinction, Harvard Graduate School of Design

Bachelor of Landscape Architecture, International Business Minor, Summa Cum Laude, Oklahoma State University

CERTIFICATIONS

- Licensed Landscape Architect, State of Colorado
- Certified Planner, American Institute of Certified Planners
- CSI Construction Documents Technologist
- LEED Accredited Professional

AFFILIATIONS

- American Society of Landscape Architects
- Harvard Alumni Association
- Aspen Art Museum Contemporaries
- Aspen Institute, Vanguard

Background/Role in this Proposal:

Mike Albert is a principal in the Aspen office of Design Workshop. With an award-winning and geographically diverse portfolio, Mike possesses notable planning and design experience spanning across a variety of scales, including multi-family affordable housing, urban parks and streetscapes, resort and tourism planning, master-planned communities, and urban redevelopment strategies. Mike will perform landscape architecture designs contributing to the overall project needs. He will take care to coordinate with the Project Engineer and design staff to create a seamless and visually appealing Master plan and streetscape.

Relevant Project Experience:

Landscape Architecture

While at Design Workshop, Mike has participated in various planning initiatives, public engagement processes and entitlement approvals throughout the Intermountain West. His interests include engaging the public in the planning process to understand their vision and finding opportunities to reach them which create lasting impressions to benefit the good of the public and environment.

Mike earned a Master in Landscape Architecture with Distinction from the Harvard Graduate School of Design. During this time has been part of the winning collaborations for the prestigious National ULI/Gerald D. Hines Urban Design Competition, the Designing Action International Competition and the Boston Affordable Housing Competition.

Selected Project Experience

- Beaver Creek Resort Revitalization: Beaver Creek, Colorado
- Big Darby Accord Plan: Columbus, Ohio
- Roaring River Ranch Planning Approvals: Pitkin County, Colorado
- Pine Lake Planning & Design Approvals: Aspen, Colorado
- The Fairmont Residence at Shock Hill: Breckenridge, Colorado
- The Shores at the Highlands: Breckenridge, Colorado
- Redevelopment Study of Snowmass Center: Snowmass, Colorado
- Revitalization of Snowmass Mall: Snowmass Village, Colorado
- The Bend Urban District + Park: Nashville, Tennessee
- Bayou Commons: Urban District on Buffalo Bayou: Houston, Texas
- Glendenning Master Planned Community: Newfoundland, Canada
- Jerusalem Urban District Plan: Jerusalem, Israel
- Schweitzer Resort Village Development Study: Sandpoint, Idaho
- Bakhmaro Recreational Feasibility Study: Bakhmaro, Georgia

Resumes



Andy Mekies, ASLA
Landscape Architect Designer

EDUCATION

Iowa State University of Science and Technology Bachelor of Landscape Architecture

YEARS EXPERIENCE

7 Years

DISCIPLINES

BIM Modeling
Urban Planning
Master Planning
Flood Mitigation
Urban Corridor Development
Residential Design
Mixed-Use Development

Background/Role in this Proposal:

Adam Mekies brings over 7 years of design, construction, and technology experience to Design Workshop's Aspen office. Adam grew up in Iowa City, Iowa and received his undergraduate degree in landscape architecture from Iowa State University with an emphasis in urban design and digital technology.

Adam will perform landscape architecture designs contributing to the overall project needs. He will take care to coordinate with the Landscape Architect Manager and Project Engineer.

Relevant Project Experience:

Disaster Recovery

Adam maintaines a long history in mid-west disaster planning and recovery work. His experience in tornado recovery and flood planning and mitgation have been demonstrated numerous times through his work in the Iowa City floods of 2008, the Cedar Rapids flood recovery and parks planning in 2014, and the Mapleton Iowa tornado recovery and mixed use development planning among many other Iowa and midwest disaster projects.

Landscape Architecture

Through his work with Design Workshop, Adam has developed and implemented numerous new standards and three dimensional work flows within the Design Modeling Systems of the firm. His work has spanned a wide range of urban planning efforts, master planned resorts, flood mitigation and recovery, urban corridor development, construction grading and drainage simulation, multi. and single family residential design, and urban mixed-use development.

Sample Projects

Rural Tornado Recovery Planning: Mapleton, Iowa

Minneapolis Metro Terrain Model: History of Minneapolis

Transit Oriented Mixed-Use Development: Minneapolis, Minnesota

University of Iowa Music School: Iowa City, Iowa

University of Iowa Hancher Auditorium: Iowa City, Iowa

Leawood 135th Street Master Plan: Wichita, Kansas

Resumes



Jay Wynn, PE, PTOE, LSIT
Traffic Engineer

EDUCATION

University of Kentucky, BS Civil Engineering, 1987
MS Civil Engineering, 1994

REGISTRATIONS

Professional Engineering - Missouri, Arkansas, Kansas

Professional Traffic Operations Engineer #690

Land Surveyor in Training, Missouri

PUBLICATIONS

"Signal System Management", Missouri Valley Section – Institute of Transportation Engineers (MOVITE) Journal, 1992

"Construction of a Traffic Signal System", Urban Traffic Engineer's Council, 1994

"Springfield, Missouri, An Educational and Inter-Jurisdictional Intelligent Transportation System", 1998 Compendium of Technical Papers

YEARS EXPERIENCE

27 Years

DISCIPLINES

Traffic Impact Studies | Analytical Studies for Traffic Control | Corridor and Land Use Studies | Roadway Geometric Design | Traffic Signal & Intersection Design | Signal Timing & Operation | Signal Controls & Optimization

Background/Role in this Proposal:

Jay Wynn brings over 27 years of civil engineering and land transportation planning and design to his role as President and CEO of CJW and was recently awarded the Melvin B. Meyer Transportation Professional of the Year Award for 2013 by the Missouri Valley Institute of Transportation Engineers. Jay has worked closely with public and private entities of all sizes and he has been instrumental in the development of the first Urban/City/State ITS project in the State of Missouri, one of the first of six rural operational test projects in the United States. He has also overseen the development and installation of a state of the art computerized traffic signal system for over 140 intersections.

Jay will perform all necessary traffic study tasks to aid the design team in the proper planning and design of traffic flow and capacity.

Relevant Project Experience:

Joplin Street Evaluation – Joplin, MO

Jefferson Streeetscape Phase 1&2 – Springfield, MO

Business 13 Roadway Design – Branson West, MO

Nicholas Lane Sidewalk Improvements – Nixa, MO

Aldersgate Bridge Stormwater Improvements – Nixa, MO

Missouri Street Roadway and Stormwater Improvements – Nixa, MO

Peters Avenue Stormwater Improvements – Joplin, MO

Battlefield Plaza Sanitary Sewer Realignment – Springfield, MO

Republic Road Widening and Stormwater Improvements – Greene County, MO

Branson Highway 76 Complete Streets – Branson, MO

City of Joplin Experience

City of Joplin Signal Timing

Signal Designs at 32nd & Main, 17th & Rangeline, 7th& Geneva, 3rd &Northpark

Joplin City Wide Traffic Signal Assessment

Joplin Traffic Signal Control Evaluation

Main Street Signal Optimization

Joplin Traffic Engineering Policies Review

Joplin Long Range Transportation Plan

Joplin Origin Destination Study

City of Joplin Downtown Signal Optimization

Joplin Clearance Interval Timing Standardization

City of Joplin Metro Transportation Study South of I-44

Resumes



Brian Manke
Construction Inspector

EDUCATION

Superpave Certifications, Missouri University of Science and Technology

PREVIOUS EMPLOYMENT

Missouri Dept. of Transportation - Construction Inspector (2002-2008), Facility Manager (2008-2010)

YEARS EXPERIENCE

16 Years

DISCIPLINES

Bridge Work

Concrete & Asphalt Paving

Grading & Dirt Work

Background/Role in this Proposal:

Brian recently joined the TSE team to provide Resident Project Representation services for several projects. He brings a wealth of knowledge and experience from his service with the Missouri Department of Transportation.

Brian will provide construction inspection services for this project. He is familiar with working in the construction environment and works well with contractors.

Relevant Project Experience:

Highway 71/Interstate 49

While with MoDOT, Brian served as a construction inspector during the construction of a four-lane divided highway from Joplin, MO to Pineville, MO. He coordinated utility service providers, conducted weekly production and operations contractor meetings, performed regular job site observations, prepared regular interval progress reports and scheduled contractor payments and deductions.

Joplin Sewer Rehabilitation & Construction

As a sub-consultant to HDR, TSE is providing construction observation services for the rehabilitation and construction of sanitary sewer facilities in a portion of the tornado damage area.

Experience & Qualifications

Project Understanding & Approach

The Joplin Public Library RFQ does a very good job of breaking down the general scope of work to be provided for the project. The included descriptions in Exhibit A and B have assisted in determining what work will be performed in association with the library facility. Several of the items listed the Exhibits are not described in detail below to avoid repeating the RFQ. The topics listed below include several items we felt were important to consider to address all of the site's requirements.

Project Understanding

The City of Joplin, in cooperation with CBC Real Estate Group, wishes to develop a public library facility with parking, landscaping, streetscape improvements, pedestrian access, trailhead and pocket-park interface, outdoor amphitheater as well as other potential outdoor amenities using funds provided through the Economic Development Administration with additional funding by the City. The proposed site is located northeast of the intersection of 20th Street and Connecticut Ave. The site is approximately 6 acres in total with 1 acre being owned by a private entity.

In conjunction with the Joplin City Master Plan, as well as this specific site RFQ there is great potential to accommodate the the City's wishes to incorporate sustainable technologies and innovations in regards to water efficiency, native landscape, site usability, and best practices for storm water management. There is also great potential in accommodating the City's wishes to connect the site to the existing trails network by integrating a pocket park and trailhead with the site. This requirement helps reduce individual vehicle dependency and connectivity to the trolley system and promotes public transportation. Noise and light pollution reduction are also listed in the general requirements to include in the site plan.

Water Efficiency

Water efficiency, in regards to Civil Engineering work, can be greatly affected by landscaping. The City wishes to incorporate Missouri native plants. The landscape architect will be required to keep these items in mind during design. Plantings that also provide a natural buffer should be considered along the perimeters adjacent to any residential properties. To reduce potable water needs for the landscaping plan, the site



Wildcat Glades Audubon Center Trail

storm water controls can be incorporated to provide storage for the plantings. This will also help address stormwater management and water quality.

(Also see Design Workshop's Legacy Design approach in the appendix)

Site layout will need to coordinate closely with the landscape architect to allow proper site flow between all of the sites features. Features such as the public library, trailhead, pocket-park, amphitheater, and private mixed-use development should all tie together seamlessly to allow flow through the site. Sidewalks and parking within the entire site should allow flow across the site to improve access to all of the areas features.

Pedestrian Access

Joplin has made great strides in increasing the trail network in the area. Two trails near the site, Parr Hill Park and Murphy Boulevard Park, each have a trail system that should be incorporated into the City's request for a trailhead. Future trail alignments include

Experience & Qualifications

Project Understanding & Approach

expanding 20th Street sidewalks to include multi-use transportation, similar to the trails recently installed from Murphy Boulevard to Highview Avenue that were designed by TSE. This trail could be extended to Connecticut Avenue to allow Trail connectivity back to Murphy Boulevard Trail. Sidewalk could be extended along the north side of 18th Street to connect to Parr Hill. Lot setbacks and utilities along 18th will not easily allow trails. Multi-use trails along 20th west of Murphy Boulevard will require additional property acquisition or utility relocation to avoid power poles along both sides of 20th.

Conclusions

Overall, we are excited to offer our professional design team to collaborate with the City and Project Manager in creating an interconnected and vibrant public library site. We understand the desire for sustainable and smart infrastructure to set the pace for future growth and development in Joplin. We believe our team is differentiated in the following qualifications;

1. All three consultants, Tri-State Engineering, Design Workshop and CJW Transportation Consultants, have experience completing disaster recovery projects.
2. Tri-State Engineering and CJW Transportation Consultants are both local firms, familiar with Joplin culture, politics, history, private utilities and public works staff.
3. Design Workshop is a premier landscape architectural firm with numerous Midwest and Missouri projects. They also maintain a deep knowledge and expertise in streetscapes, innovative stormwater management and creative aesthetic appeal.



Frisco Greenway Trail, - Joplin, MO

Experience & Qualifications

Similar Projects

Bel-Aire Shopping Plaza Redevelopment

Joplin, MO

CHALLENGE

The 2011 Joplin tornado destroyed this iconic shopping plaza at 20th & Rangeline Road. The owner desired a significant redevelopment of the site. The existing commercial site and adjacent residential property required extensive regrading to incorporate new building configurations.

SOLUTION

Redevelopment included site grading, utility upgrades and relocations, parking layout, and stormwater runoff. The development includes 34,750 square feet of commercial/ retail space. New development standards adopted with the city's new comprehensive plan were followed in design.

FEATURES

- Completed Summer 2013
- Site grading plans significantly lowered the entire site for easier access and stormwater drainage.
- Project Manager/Engineer: Jerald Norton, PE
- Project Surveying: Steve Lewis, PLS



Post-Tornado May 2011, Bel-Aire Plaza



May 2014, Bel-Aire Plaza

Reference: Dave Johnson
Construction Adventures
417.624.0201



Google Earth Aerial Image 01.2014



Experience & Qualifications

Similar Projects

Joplin Fire Stations

Joplin, MO

CHALLENGE

Two of Joplin's Fire Stations, numbers 2 and 4, were destroyed in the May 2011 tornado. These stations required relocating and rebuilding. The Architectural firms of CR Architecture, Paragon and Sapp Design were selected to complete these rebuilds. These architects choose Tri-State Engineering for site design work.

SOLUTION

TSE had previously worked with CR Architecture to complete the site design needs for Joplin Fire Station #6. For Fire Stations numbers 2 and 4, TSE worked with architects to create appropriate turn radiuses, stormwater drainage, and utility plans.

FEATURES

- Joplin Fire Station #4 had a particularly challenging site in which turn radiuses had to be innovative and precise for the long fire truck entrance and exit paths.
- Designs for numbers 2 and 4 required a quick design schedule and coordination with the architect and City of Joplin.



Google Earth Aerial Image Firestation #2



Joplin Firestation #4

References: **Sapp Design** **417.877.9600** | **Paragon Architecture** **417.885.0002** | **CR Architecture** **513.721.8080**



Aerial image during construction
Joplin Fire Station #2



Experience & Qualifications

Similar Projects

Joplin Historic Stockyards Redevelopment

Joplin, MO

CHALLENGE

There was a need for comprehensive civil engineering for a 50-acre mixed-use project on the former Joplin Historic Stockyards. New utility and street infrastructure was needed to support the development while maintaining future flexibility.

SOLUTION

TSE is partnering with Historic Stockyard District, LLC to plan and develop the site for multi-family residential, office, commercial, research and development, hotel and neighborhood retail. The first phase includes construction of two, three-story apt. complexes.

FEATURES

- One 48-unit complex (Rustic Ridge Villas, LLC)
- One 36-unit complex (Rustic Ridge Villas, LLC)
- Supporting club house and swimming pool
- Project Manager/Engineer: Clayton Cristy, PE
- Project Surveying: Steve Lewis, PLS



Roadway , Sidewalk & Retaining Wall



Stormwater pipe awaiting placement

Reference: **Steve Owens**
Historic Stockyard District, LLC
417.548.2333



Google Earth Aerial Image



















Experience & Qualifications

Similar Projects

Missouri Alternative and Renewable Energy Technology Center (MARET)

Neosho, MO

CHALLENGE

As a sub-consultant for Kromm, Rikimaru and Johansen, site design services were required for a proposed LEED certified building on the campus of Crowder College. The existing drainage flowed adjacent to the proposed building and LEED points were sought for stormwater runoff and quality.

SOLUTION

TSE designed two detention ponds with grass lined channels for improving runoff quantity and quality. Additionally, TSE aided in design of ADA-compliant walkways as well as gravel paved staging for vehicles.

FEATURES

- LEED Project pending gold certification.
- ADA Walkway to green roof.
- Rain Water Harvesting
- Gravel Paved staging area



MARET Center
Crowder College, Neosho, MO

References:

Kromm Rikimaru Johansen
Michael S. Lyss, Vice President
314.452.7477

Crowder College
Alan Marble (Former President)
417.625.9501



MARET Center
Crowder College, Neosho, MO





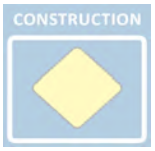














Experience & Qualifications

Similar Projects

Wildcat Glades Audubon Center

Joplin, MO

CHALLENGE

The architectural firm, Gastinger Walker Harden, needed a engineer sub-consultant to provide sustainable design features for the Wildcat Glades Audubon Center. The goal was to build a L.E.E.D. certified building.

SOLUTION

The permeable parking lot utilizes a plastic grid/sand/gravel system and filters latex tire rubber, oil, antifreeze, and other liquids leaked from cars. Water that normally is diverted to storm drains is allowed to seep back into the ground.

Many of the trails are surfaced with reused asphalt millings from area roads and include 6% pulverized, recycled glass.

Timers on parking lot lights save energy and also reduce light pollution, which harms some nocturnal creatures. It is estimated 4-5 million birds in the U.S. are killed annually by colliding with buildings and towers due to light pollution at night. The exterior light fixtures direct light downward.

FEATURES

The Audubon Center is a U.S. Green Building Council Silver L.E.E.D. Certified facility.



Wildcat Glades Audubon Center
Joplin, MO

Reference:
Gastinger Walker Harden
Matt Gearheart
816.421.8200

Wildcat Glades
Tony Robyn (Joplin Disaster Recovery Coordinator)
417.624.0820 ext. 541



Wildcat Glades Audubon Center
Joplin, MO



References

Mike Stewart, Public Works Director
City of Muskogee
918.684.6331

Projects

43rd and 45th Street Reconstruction. Both industrial roadways required reconstructing to make the industrial zoned area more attractive and functional for growth.

Five city intersections reviewed for planned geometric and capacity improvements. These improvements are needed for future economic growth.

- Similarly sized community (Muskogee)
- Transportation and traffic engineering

Dan Johnson, PE, City Engineer
City of Joplin
417.624.0820

Projects

Numerous stormwater drainage projects including Joplin Creek, Hill Street and Texas Avenue.

Site design on three Joplin Fire Stations.

Site design for a Public Training Facility for Joplin police and fire personnel.

20th Street Multi-Use Trail.

- Similarly sized community (Joplin)
- Storm water engineering
- Site design for public facilities
- Transportation (bike and pedestrian) engineering on the 20th Street corridor

Dave Johnson, Contractor
Construction Adventures
417.624.0201

Projects

Completed the site design for the Bel-Aire Plaza Redevelopment project.

- Major site design project in Joplin on the 20th Street corridor. Similarly-sized project
- Innovative and challenging storm drainage
- Demonstrates coordination with Contractors

Brad Erwin, Architect
Paragon Architecture

Projects

Completed site design for Joplin Fire Station #2.

Completed site design for FEMA Safe Room for McDonald County High School.

Completed site design for new Salvation Army Store in Joplin, MO.

- Site design for public facilities
- Demonstrates coordination with Architects

Steve Owen, Historic Stockyards District, LLC
Joplin Regional Stockyards
417.548.2333

Projects

Completed site design for the mixed-use development of the Historic Joplin Stockyards site. Development includes multi-family residential, retail and hospitality.

- Similarly-sized project & community (Joplin)
- Mixed-use development
- Demonstrates coordination with private developers

Sub-Consultant References

Design Workshop

Gary Janzen (Wichita Midtown)
Asst. Director of Public Works & Utilities - City Engineer
Wichita, KS
316.268.4501

Matt Thibodeaux (Bagby Streetscape)
Executive Director, Midtown Redevelopment Authority (MRA)
713.526.7577

CJW Transportation Consultants

Troy Bolander
Planning & Community Development Manager
City of Joplin
417.624.0820

Dave Hertzberg
Former Director of Public Works
City of Joplin
417.624.0820

Disclosure Statements

Disclosure Statement

The company Tri-State Engineering, Inc., (hereafter referred to as "firm"), nor firm's staff or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements.

Clayton Cristy, PE (Type or Print Name)

Firm's Representative with legal binding authority



Signature

11/20/14

Date

Disclosure Statement

The company DESIGN WORKSHOP, (hereafter referred to as "firm"), nor firm's staff or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements.

KURT CULBERTSON (Type or Print Name)

Firm's Representative with legal binding authority



Signature

11-20-2014

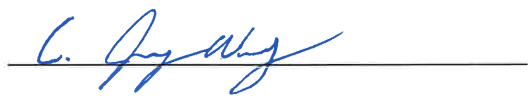
Date

Disclosure Statement

The company CSW TRANSPORTATION, (hereafter referred to as "firm"), nor firm's staff or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements.

C. JAY WYNN (Type or Print Name)

Firm's Representative with legal binding authority



Signature

11/20/14

Date

Pending Claims

There are no pending claims or judgements regarding any three of the firms listed on this team.

APPENDIX

DW Legacy Design® defines both a rigorous methodology for our work as well as a quadruple bottom line for evaluating our results in terms of environmental, economic, community, and artistic sustainability. We define sustainable development as follows:

Sustainable development seeks to balance the goal of improved quality of life today and in the future with the necessity of protecting the ecological systems upon which life depends. Quality of life is created by healthy economies, environments, and communities, as well as by natural beauty and art. Talking about sustainability is one thing; actually achieving it is another. For each of our projects we evaluate the current conditions of a site and identify ways to improve sustainability that we incorporate into our designs and built work while meeting client financial objectives. We have defined specific sustainability goals and measures for environment, economics, community, and art that we use to guide us during our project work:

Environment
Design Workshop will promote environmental sustainability by creating designs and built work intended to preserve pristine natural resources and restore/enhance damaged ecological systems. The potential impact of a Design Workshop project on the health of ecological systems will be measured according to its potential to influence one or more of the following environmental sustainability indicators, or metrics: remediation costs, air, water, and soil pollution (including water temperature and turbidity), soil erosion, natural flora, fauna, and microbe populations, available habitat for same, biodiversity of same, invasive species populations, green building/community planning, green construction techniques, land put in conservation easements, drinking water quality/treatment needs, aquifer depletion, riparian health, and resistance to climate change and severe weather events.

Economics
Design Workshop will promote economic sustainability by creating designs intended to advance the economic well-being of communities while protecting and enhancing ecological systems and meeting client and firm financial objectives. The potential impact of a Design Workshop project on economic well-being will be measured according to its potential to influence one or more of the following economic sustainability indicators, or metrics: project financing, disposable incomes, employment rates, home ownership rates, housing/jobs balance, real estate values, local business ownership rates, business valuations, worker productivity, energy efficiency, waste reduction, availability of affordable housing, availability and affordability of quality health care, availability of quality public education, educational achievement, elimination of subsidies, and the fair distribution of these outcomes across all socioeconomic segments within the subject community.

Community
Design Workshop will promote community sustainability by creating designs intended to provide safety, health, pleasure, recognition, belonging, esteem, and opportunity for self-actualization within communities. The impact of a Design Workshop project on community health will be measured according to its potential to influence one or more of the following community sustainability indicators, or metrics: the match between demographic interests and availability of community amenities such as recreation, library, retail, worship, etc., percent of residents that work in the community, availability and use of public gathering spaces, availability and use of cultural centers, landmark sites, light pollution, noise pollution, view pollution, open space area and quality, number of public vs. private organizations, charitable organizations, charitable giving within community, local media organizations (traditional and new), safety, homelessness rate, health status, mortality rates, building density/type, availability of public transit/commute times/walkability/bikability, percent of residents that work locally, regressive taxes, access to education, educational achievement, child care cost/availability, and travel time to emergency health care facilities. As for economic well-being, the fair distribution of these outcomes across all socioeconomic segments within the subject community is critical.

Art
Design Workshop will promote sustainable art in the built environment through the artistic qualities of its designs. The artistic qualities of a design will be measured according to the following art sustainability indices, or metrics: art development process (e.g., well-defined dilemma, thesis), iconic quality (e.g., site specificity/context, cultural connection, intellectual and emotional content), artistic quality (e.g., timelessness, innovation, compositional excellence), physical longevity (i.e., ability to withstand the elements/use), and visitation/appreciation.

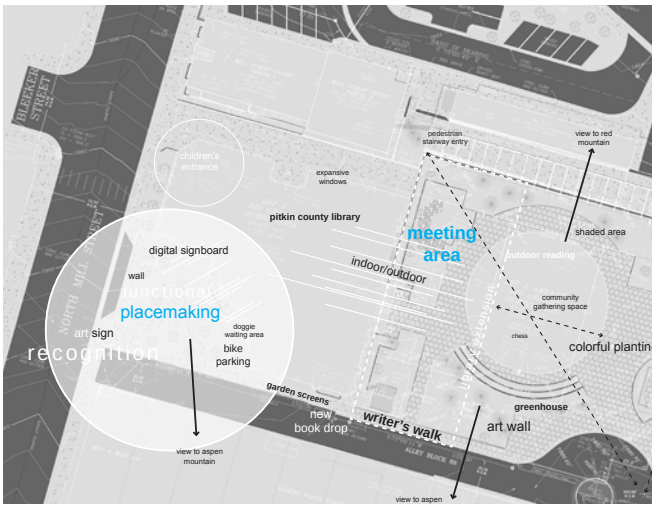
Experience & Qualifications

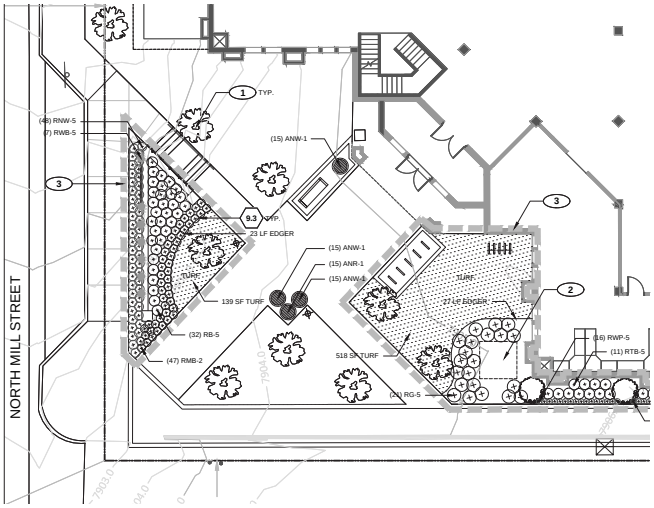
Landscape Architecture

DESIGNWORKSHOP

Pitkin County Library
Aspen, Colorado







Libraries are about much more than books these days! With advances in technology and information availability, libraries are becoming hubs for their communities. They are the places where people come to surf the web, do research, check out dvd's or cd's , obtain digital downloads and gather for events like teen reading clubs.

The 20-year old Pitkin County library occupies a prominent location in downtown Aspen adjacent to the Rio Grande Plaza that sits atop the city's public parking structure. Its collection boasts over 110,000 books. More than 190,000 items including digital media were checked out in 2010. The library is in the process of planning to meet future needs and trends. A proposed expansion would add about 9,000 square feet of space, spread over two floors, on the east side of the building, bringing the entire, three-story structure to roughly 30,000 square feet. Construction of the remodel and addition will cost approximately $10million and will require voter approval for half the funds.

Design Workshop is a key member of the library's design team, serving as the landscape architects and land planners for the project. The firm has been involved from initial feasibility studies and public outreach sessions to completion of schematic design. Design Workshop participated in meetings, with Pitkin County BOCC and Aspen City Council and is currently preparing the land use application to the City and beginning design development. In addition there has been close coordination with city staff who are working on the redesign of the plaza on top of the parking garage to create a seamless connection between the building and the public open space. Design Workshop is addressing creative solutions to onsite stormwater retention and focusing on creating a memorable entry experience.



Pitkin County Library
Aspen, Colorado

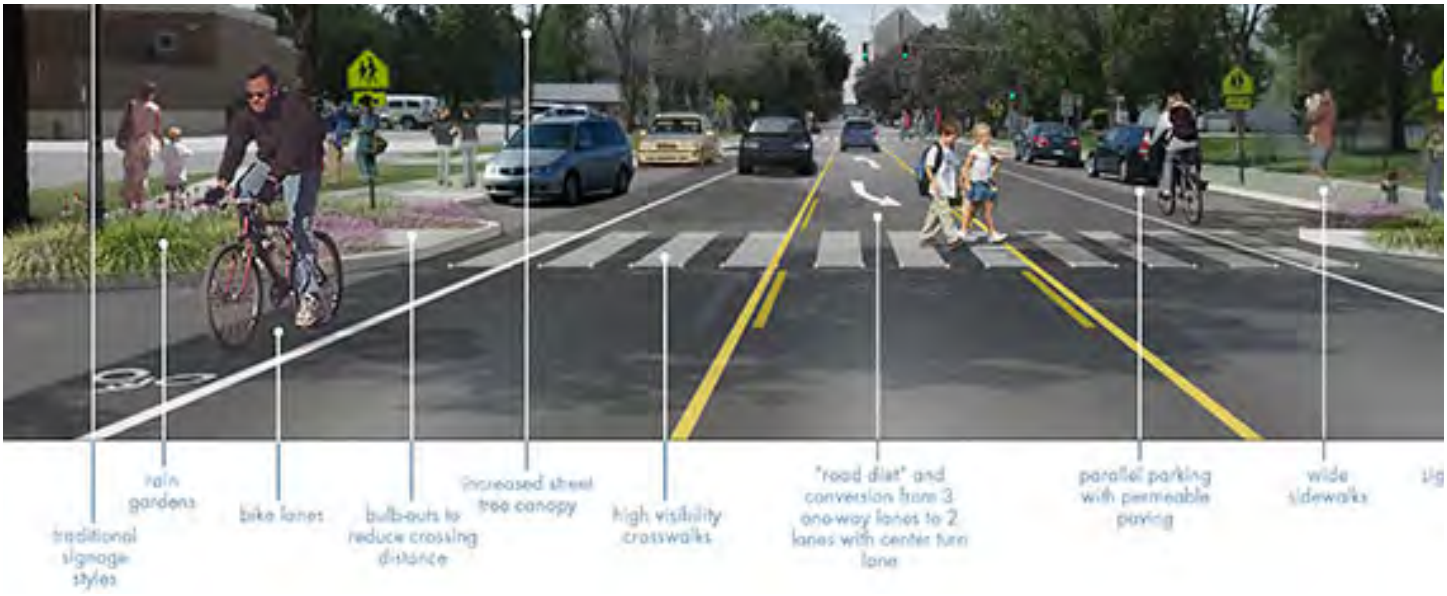
Experience & Qualifications

Landscape Architecture

PROJECT EXAMPLES | DESIGN WORKSHOP

WICHITA MIDTOWN TRANSPORTATION + STREETSCAPE MASTER PLAN

wichita, kansas



In 2010 and 2011, Design Workshop led a multi-disciplinary team, including LSC Transporation Consultants for the City of Wichita to complete a comprehensive transportation and streetscape plan for the historic Midtown neighborhood, located just north of downtown Wichita. Citizens and city leaders expressed concerns regarding pedestrian and bicycle safety, traffic speed and volume, crime, and the economic decline of retail corridors and residential streets in the neighborhood. Design Workshop led a series of public meetings, in English and Spanish (there is a significant Hispanic community in Wichita), in order to gain input from the public and to create preliminary and final conceptual plans for the neighborhood. The public engagement strategy included the use of "keypad polling" at public meetings, online surveys, and we also worked with schools to have children take surveys home with them to their parents. In this way, we were able to ensure that input and opinions were being obtained from a majority of stakeholders, including those not inclined to attend public meetings. These strategies were implemented throughout the design process.

Through the rigorous public engagement process, the team learned what they needed to address, and in so doing, introduced potential traffic calming strategies, the use of roadway realignments, the potential conversion of one-way streets to two-way streets, signage and wayfinding, lighting, and monumentation. The final plan explored how new "complete streets" concepts for the retail corridors passing through Midtown could help stimulate reinvestment in the surrounding neighborhoods. The master plan for Midtown included a detailed implementation strategy outlining the phasing of improvements, cost estimates for improvements over different phases, and identification of potential funding sources for improvements. The City of Wichita has integrated the plan into its Capital Improvement Plan for the entire municipality.

CLIENT

City of Wichita
Gary Janzen
Chief Design Engineer
316.268.4367
gjanzen@wichita.gov

SERVICES

Urban Design+Master Planning
Landscape Architecture
Community Outreach
Public Facilitation
Cost Estimating
Implementation + Maintenance Strategy

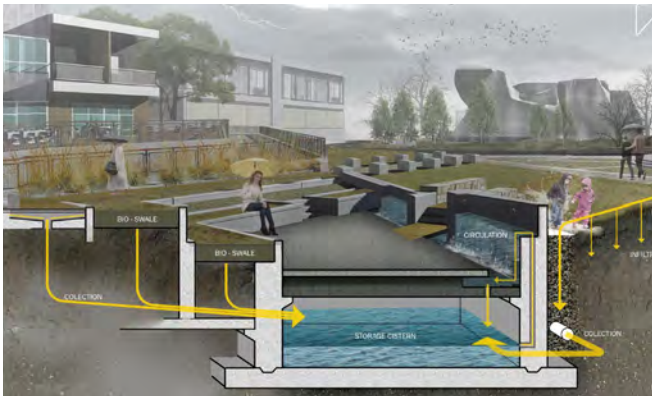
Experience & Qualifications

Landscape Architecture

DESIGNWORKSHOP

Modern Mixed Use + Storm Water Park
Mapleton, Iowa







The regenerative potential of a site can often be discovered following a major destructive event. The deliberation and method through which the new landscape vessel takes form can be just as important as the form itself, and may become a "blue print" for future recoveries.

Mapleton, Iowa, was razed by a Tornado in 2011. Commercial, residential, and public, properties were left in various degrees of destruction; many were abandoned all together. The town and its 1,300 residents were left with an opportunity to ponder their future as a community, and re-define their identity.

The Mapleton Grain Co. site is both a prominent symbol of destruction, and a catalyst for renewal. The site's management and its surroundings will evolve as a case study and blue print for future development. Our goal is to assist Mapleton and similar communities, by providing a method for unifying the core elements of object, space, and people. This "case study" demonstrates the potential of what landscape architecture can provide for a community, and exemplifies how the profession can inspire a community to empower itself.

Project Goals

- To describe and assist the town of Mapleton in their process of long term recovery.
- To convert what are now considered remnants and debris of the past into functional, ecological, and esthetic elements of the civic landscape.
- To devise a method through which to address the development of blighted sites using the basic elements of landscape architecture.

CJW Transportation Consultants, L.L.C. is located in Springfield, Missouri at 5051 S. National, Suite 4-110 and was established in April 2005. CJW consists of professionals who work independently as well as collectively to provide a full range of professional services in transportation and civil engineering. The goal of CJW is to specialize in the design of public and private infrastructure with a mission to provide engineering solutions. CJW was formed specifically to provide superior services to public agencies. CJW has gained a reputation state wide for our expertise in transportation engineering , and has completed projects across the state of Missouri including Joplin, St. Louis, Kansas City, Columbia, and Branson to name a few. CJW's resume also includes work for neighboring states including Kansas, Oklahoma, and Arkansas. While CJW is a relatively small company, our reputation for excellence has allowed us to gain the respect of clients far beyond southwest Missouri.

CJW's services include:

- Transportation
- Traffic Signal Design
- Transportation Projections
- Computer Modeling
- VISSIM
- Access Management
- Transportation Planning
- ITS Planning and Design
- Parking Studies
- Traffic Impact Analyses
- Site Circulation Studies
- Intersection Design
- Signing and Marking
- Roadway Geometrics
- Roundabout Design & Planning

The staff at CJW have more than 100 years combined experience in transportation engineering.

Of the 77 PTOE's in Missouri and the 2,662 PTOE's Worldwide CJW currently employs two of them.

CJW has been a previous recipient of the Transportation Achievement Award presented by the Ozark Chapter of the Institute of Transportation Engineers.

- Cutting edge technology in all practice areas and extensive depth of experience
- Qualified and established DBE firms
- Green Concepts including pervious pavement; sidewalk, ADA, curb and gutter, pedestrian crossing installation; natural plantings etc.
- Proactive– Able to look ahead to provide solutions that will accommodate future needs
- Innovative-Able to look beyond the obvious to solve complex problems

Library

Family Activities

Outdoor Amphitheater

Public Technology

Integrated Sociability

Parking

Park

Year Round Activity

Multi-Use Trails

Public Transit Links

Native Landscape

Sustainable Stormwater

Down Town Joplin

(44) Business Loop - S. Main Street

(44) E. 17th Street

15 Street

20th Street

Connecticut Ave.

Project Tract

Tri-State Engineering

Planning & Scope	**Clayton Cristy**	**Shaun McConnaughey**	**Bill Sherraden**	**Steve Lewis**	**Jay Wynn**	**Mike Albert**	**Brian Menke**
	Principle-In-Charge	Project Engineer	Sr. CAD Designer	Project Surveyor	Traffic Operations	Landscape Architect	Construction Inspector
Assemble/review site data		X					
Meet personnel for issues/problems	X						
Coordinate project activities/regulatory approval		X					
Master site plan		X					
Traffic study					X		
Rezone all parcels				X			
Boundary and topo surveys				X			
Design review package/collaborate with Architect		X	X				
Landscape design						X	
SWPPP/Erosion & Sediment		X					
Attend coordination meetings	X	X				X	
Suppplementary assistance for bids/bidding addenda		X	X			X	
Close out docs		X				X	X
Design & Construction Phase							
Construction docs(grading, layout, ADA, paving, etc)		X	X			X	
50%/90% plan reviews and as-builts		X	X				
Plans coordinated between consultants		X				X	
Bid docs include all fed provisions		X				X	
Coordination with MEP and Structural, General Contractors			X				
Separate Drawing packages (Site/Civil & Core & Shell)			X			X	
75% complete, furnish permit docs set		X					
Pre-Construction Conf. and contractor bid review meetings	X	X					
Interpret and clarify docs and field construction issues							X
Review/approve shop drawings, samples, etc.		X					
Visit project to monitor and verify progress		X					X
Prepare/issue addenda requests		X	X				
Attend weekly construction meetings at job site							X
Conduct 2 project reviews and appropriate punch-list							X











MURPHY BLVD PARK
MURPHY BLVD PARK
MURPHY BLVD PARK
PARR HILL PARK
12th
13th
14th
15th
16th
17th
18th
19th
20th
21st
22nd
Campbell
Florida
Mississippi
New Hampshire
Massachusetts
Kansas
Chris
Murphy
Saint Louis
Delaware
Connecticut
New Jersey
Maryland
Carolyn
Texas
Highview
Vermont
Hampshire
Rhode Island
Park
Mc Connell
Patterson
Brownell
Fairlane
Lyndell
Imagery ©2014 , DigitalGlobe, USDA Farm Service Agency

Proposed Development Site

- Project Tract
- Project Trails
- Parks
- Sidewalks
- Streets

Stormwater Services

- Pipes
- Channel

Trails

- Proposed
- Existing
- Concrete Shared
- Offroad Asphalt

1 inch = 400 feet

0 200 400 800

N

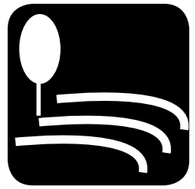
TSE TRI-STATE ENGINEERING

Google

Imagery ©2014 , DigitalGlobe, USDA Farm Service Agency


Library


Family Activities


Outdoor Amphitheater


Public Technology


Integrated Sociability


Parking


Park


Year Round Activity


Multi-Use Trails


Public Transit Links


Native Landscape


Sustainable Stormwater



Pitkin County Library - Aspen, Colorado
Design Workshop and StudioJDK

Professional Engineering Services
Fee Proposal (Page 1 of 2)

EXHIBIT C

A. Proposal Information
Civil Engineer: Tri-State Engineering, Inc

Signed By: Clayton Cristy
Date: 1/8/2015

B. Proposal Breakdown
Base Proposal Detail

	Design Phase	Proposal Amount	Percent of Total Proposal (%)	Proposal Hours
Planning	Task 1 Civil	$7,400.00	1.25	60
	Task 1 LA	$17,500.00	2.95	147
	Task 2 Civil	$9,800.00	1.65	85
	Task 2 LA	$32,000.00	5.39	175
	Task 3 Civil	$8,400.00	1.42	70
	Task 3 LA	$16,800.00	2.83	120
	Sub-Total	$91,900.00	15.49	
Traffic Study	Task 4 Traffic Study	$11,250.00	1.90	80
Survey	Task 5 Boundary &Platting	$29,650.00	5.00	230
	Task 5 Rezoning/Easements	$5,750.00	0.97	46
	Task 6 CADD Topo Library	$17,800.00	3.00	200
	Task 5 CADD Topo Signal	$8,100.00	1.37	90
	Sub-Total	$61,300.00	10.33	566
Geotechnical	Task 7 Geotechnical	$20,500.00	3.45	
Design/Engineeirng	Task 8 Library Site	$73,900.00	12.45	627
	Task 8 Intersection & Signal	$24,200.00	4.08	190
	Task 8 Drainage Study	$28,500.00	4.80	266
	Task 9 Library Site	$139,500.00	23.51	1128
	Task 9 Intersection & Signal	$48,500.00	8.17	410
	Sub-Total	$314,600.00	53.02	
Bidding and Negotiations	Task 10 Library Site Grading	$6,500.00	1.10	54
	Task 10 Library Final	$10,250.00	1.73	64
	Sub-Total	$16,750.00	2.82	
Construction Phase	Task 11 Library Site Grading	$6,800.00	1.15	60
	Task 11 Library Final	$37,500.00	6.32	289
	Sub-Total	$44,300.00	7.47	
Misc. Coordination	Task 12 Survey	$2,500.00	0.42	22
	Task 12 LA	$6,500.00	1.10	42
	Task 12 Civil	$8,800.00	1.48	58
	Sub-Total	$17,800.00	3.00	
Post Construction	Task 13 Library Grading	$6,500.00	1.10	43
	Task 13 Library Final	$8,500.00	1.43	81
	Sub-Total	$15,000.00	2.53	
	Total	**$593,400.00**		

Professional Engineering Services
Fee Proposal (Page 2 of 2)

A. Proposal Information
Civil Engineer: Tri-State Engineering, Inc

Estimated Cost of Reimbursables-Travel, printing, courier services, etc

Reimbursable Expense	Amount
Printing	3,500.00
Misc.	3,500.00
Title Commitments (15)	3,000.00
Task 1 LA	2,000.00
Task 2 LA	5,000.00
Task 7 LA	6,500.00
Task 8 LA	2,000.00
Task 9 LA	2,000.00
Task 10 LA	6,750.00
Reimbursable Expense Estimate	**$34,250**

Tri-State Engineering, INC
2015
HOURLY RATES

EXHIBIT D

Employee Type	
Engineer Principal	$185.00
Managing Eng	$160.00
Assistant Project Manager	$114.00
Prof. Engineer I	$139.00
Prof. Engineer II	$119.00
Engineer Intern	$88.00
Prof. Surveyor I	$144.00
Prof. Surveyor II	$103.00
Survey Manager	$93.00
Survey Party Chief	$82.00
Surveyor's Aide I	$62.00
Surveyor's Aide II	$47.00
GPS Equipment	$36.00
Chief Designer	$98.00
Designer I	$88.00
Designer II	$77.00
Engineering Tech I	$65.00
Engineering Tech II	$55.00
Resident Project Representative I	$119.00
Resident Project Representative II	$88.00
Resident Project Representative II	$67.00
GIS Specialist	$77.00
GIS Technician I	$62.00
Field Service Tech	$77.00
Secretary	$41.00
Appraiser	$108.00
Right of Way Agent I	$98.00
Public Relations Specialist	$88.00
Traffic Technician I	$82.00
Expert Witness	$216.00
Arbitrator/Mediator	$216.00

DESIGN WORKSHOP
2015
HOURLY RATES

Principal (Mike Albert):	$ 200
Project Manager/Associate (Ashley Allis):	$ 130
Project Landscape Architect (Adam Mekies):	$ 90
Project Assistants:	$ 80

EXHIBIT E

TriState

		CBC	CBC	Planner	Library	Finance	Engineer	AVG	
	AG								
On Site Interview	Martin	98	95	85	90	90	65	87	
Jacobs	Anderson	95	65	95	100	93	65	86	
Olsson	Jacobs	95	100	98	95	96	70	92	
AG Martin	Olsson	90	100	85	95	96	70	89	
Anderson	Rozell	79	60	95	85	65	45	72	
TriState	Small Arrow	90	90	80	90	87	45	80	
	Tri-State	80	70	95	100	85	70	83	Selected

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Tri-State Engineering, Inc. Address: 702 S. Main Street, PO Box 1867 Joplin, MO 64802	
Attention: **Tony Robyn** **trobyn@joplinmo.org**		Attention: Clayton Cristy, PE	
Department: **Planning and Community Development**		Phone: 417-781-0643	Fax: 417-781-4714
Phone: **417-624-0820, ext 541**	Fax: **417-624-4620**		

AGREEMENT FOR CIVIL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, 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 in 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 in the State of Missouri and further represents that all services shall be done under the direction of an engineer 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 to perform the services described in this Agreement. The services of the Engineer shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The 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.

(a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2015-RFQ-02, which is incorporated fully herein and attached hereto as Exhibit A. Exhibit A provides General Requirements and Specific Requirements. The Scope of Services for this Agreement shall also include the Services as set forth in Tasks 1-13, identified in the Engineer's Response and Proposal to the RFQ with Scope of Services, which is incorporated fully herein and attached hereto as Exhibit B.

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.

3. **Payment.** The City, pursuant to this Agreement, shall pay Engineer the consideration set forth in the Professional Engineering Services Fee Proposal, which is incorporated fully herein and attached hereto as Exhibit C, and in accordance with the completion of the Task Schedule (1-13), which shall constitute complete payment for the services furnished in connection with the work required to be performed under this Agreement. The total costs for Engineer's services under this Agreement shall not exceed $593,400.00. Engineer shall also be entitled to payment for expenses related to travel, printing, and courier services in an amount not to exceed $34,250.00. Said expenses shall be submitted with verifying documentation to the City for payment.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the 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 Section 1(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 Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

14. **Records and Audits.** The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy the is granted by the City. 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 Engineer (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Engineer shall maintain all records for at least three (3) years after the recipient makes final payment and all pending matters are closed. *See* 15 C.F.R. §§ 14.53(b) or 24.36(i)(11), as applicable.

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

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer 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 Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this non-discrimination clause.

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

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

f) In the event of the Engineer'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 Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Engineer 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 Lab or 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 Engineer will take such action with respect to any subcontractor purchase order as the City may direct asa means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Engineer may request the United States Government to enter in to such litigation to protect the interests of the United States.

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

18. **Affirmative Action for Handicapped Workers**

a. The Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

21. **Authorized Employees**. Engineer acknowledges that Section 285.530, 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. Engineer therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

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

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

25. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and 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.

26. **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.

27. **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.

28. **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.

29. **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, 2014, 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. 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 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 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.

30. **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.

31. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the 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.

32. **Notices**. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and 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.

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.

a. Exhibit A. City of Joplin RFP 2015-RQQ-02.
b. Exhibit B. Tri-State Engineering, Inc.'s Response and Proposal to the RFQ with Scope of Services.
c. Exhibit C. Fee Proposal.
d. Exhibit D. Engineer's Hourly Rates.

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

REVIEWED FOR CITY APPROVAL

_____
Tony Robyn, City Planning

_____
Michelle Kaiser, CBC Real Estate Group

CITY OF JOPLIN, MISSOURI

_____
Sam L. Anselm
City Manager

Date:_____

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

TRI-STATE ENGINEERING, INC.

_____
By: Clayton Cristy, PE, President

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: Council Bill No. 2015-351 authorizing and approving an Agreement between the City of Joplin and SAPP Design Associates.

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Council Bill No. 2015- 351
Exhibits A-E
SAPP Design Associates Agreement

PUBLIC WORKS DIRECTOR:	Nick Heatherly	Date:
PLANNING & CD DIRECTOR:	Troy Bolander	Date:
FINANCE DIRECTOR:	Leslie Haase	Date:
CITY ATTORNEY:	Peter C. Edwards	Date:
CITY MANAGER:	Sam Anselm	Date:

INTRODUCTION:

This Council Bill authorizes the City of Joplin to enter into Agreement with the SAPP Design Associates for Architectural Design Services relating to the Economic Development Administration funded Library at 20th & Connecticut.

DISCUSSION:

This Council Bill authorizes the City of Joplin to enter into an Agreement with SAPP Design Associates for Architectural Design Services to advance the planning and coordination of the library at 20th & Connecticut; authorizing the City Manager to execute said Agreement in substantially similar form; and containing an emergency clause.

The design firm will work closely with City and Library staff and leadership, the City procured project manager, CBC group, and other entities to design the library facility, including such items as compiling a budget, developing conceptual designs, library planning, and will generally assist the City in coordinating construction and with various grant reporting and requirements.

RECOMMENDATION:

Staff recommends this Council Bill be approved on an emergency basis within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the design, planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

COUNCIL BILL NO. 2015-351 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with SAPP Design Associates for Architectural Design Services to advance planning and coordination of the Economic Development Administration funded new library at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and SAPP Design Associates dealing generally with designing and coordination of the Economic Development Administration funded library complex at 20th & Connecticut in the amount not to exceed Nine Hundred and Ninety Five Thousand Dollars ($995,000.00), attached hereto as Exhibit A,

Section 2. That the City Manager is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the design, planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

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

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURAL SERVICES

(2015-RFQ-01)

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES
FOR JOPLIN PUBLIC LIBRARY
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CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

The City of Joplin, Missouri will accept sealed qualifications until 2:00 P. M., November 24, 2014 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

ARCHITECTURE/DESIGN SERVICES
JOPLIN PUBLIC LIBRARY

Specifications and bid forms are available from Tony Robyn, Disaster Recovery Coordinator at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

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

A general description of scope of work for this RFQ is attached as Exhibit “A”.

CITY OF JOPLIN reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the firm(s) who CITY OF JOPLIN in its sole discretion determines to be most qualified, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the deadline date and time will not be accepted. Caution to those submitting qualifications; those not in the proper form may be rejected.

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ

CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with the Joplin Public Library as herein outlined.

LOCATION

CITY OF JOPLIN is planning to construct a new approximately 50,000SF public library. The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of an architectural design firm for a new library complex to assist in the design and programming of the facility including such items as estimating and compiling budgets, full architectural design, coordinating for the project, and assist with various grant reporting requirements. All work is in Joplin, Missouri. CITY OF JOPLIN/CBC intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE

CITY OF JOPLIN proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning and execution of the project for not-to-exceed price as will be determined with the selected firm based upon a detailed scope of work.

Those firm(s) who participate in this RFQ process are sometimes referred to as "Respondents" and "Architects". CITY OF JOPLIN will give prime consideration to the Architect with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. CITY OF JOPLIN reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

SCOPE OF WORK

The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. CITY OF JOPLIN anticipates a contract which will include schematic design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, and structural engineering as appropriate for the Scope of Work negotiated. Civil engineering and landscape architecture will be under separate RFQ. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the

right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING

Funding for the work described herein will be provided through the Economic Development Administration (EDA) with additional funding from the CITY OF JOPLIN.

FEDERAL GRANT REQUIREMENTS

Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines to include the following:

Access to and Retention of Records: The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

Discrimination: The contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national original 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(a)(7), 29 C.F.R. Part o471 Appendix A to Subparty 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.

SELECTION PROCESS

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

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received. CITY OF JOPLIN may request that presentations be made to Selection committee consisting of city staff, city project manager, CBC and library staff.

EVALUATION CRITERIA

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

Stage 1 Mandatory Criteria -

"MANDATORY CRITERIA"	SATISFIED (YES/NO)
Demonstrated experience providing requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.	
Demonstrates direct industry experience and familiarity with modern library design, construction and operations	

The CITY OF JOPLIN may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria.

Stage 2 Rated Criteria - 100 possible points

"RATED CRITERIA"	MINIMUM RATED CRITERIA THRESHOLD (Minimum 3 out of 5)	WEIGHTING
Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein	30 Maximum Points Possible	30%
Experience - previous experience performing related projects of complex nature	25 Maximum Points Possible	25%
References - will be based on references submitted as part of RFQ, but can include clients not submitted	15 Maximum Points Possible	15%
Has experience and knowledge of working with similarly sized communities and ability to comply with City of Joplin codes, policies and regulations.	15 Maximum Points Possible	15%
Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner	15 Maximum Points Possible	15%
TOTAL	100 Maximum Points Possible	100%

ADDITIONAL INSTRUCTIONS , NOTIFICATIONS AND INFORMATION

No Gratuities - Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of CITY OF JOPLIN for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through

the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of CITY OF JOPLIN, which are outside of the establish process should not be initiated.

ADMINISTRATIVE REQUIREMENTS

A. RFQ Schedule

Activity	Date
RFQ issued	October 26, 2014
Final questions due from potential vendors	November 14, 2014
City responses to questions and/or addenda issuance	November 18, 2014
Proposal Submission Deadline	November 24, 2014
Proposed Shortlist Selection Date	December 2, 2014
Proposed Interviews and Contract Discussions	Week of Dec 8, 2014

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

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

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than 2 p.m., November 14 2014 via e-mail to both trobyn@joplinmo.org and mkaiser@cbcrealestategroup.com or in writing, to Tony Robyn, City of Joplin, 602 South Main, 3rd Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFQ, the Contractor is requested to contact the City Attorney at the enclosed address. Access to a digital copy of this RFQ, as well as any additional Addenda issued, may be found at http://joplinmo.org/bids

The City may at its discretion dictate multiple design phases and construction contracts for any project. Staying within the proposed project budget will be of primary concern to the

City staff. Innovative solutions outside of the proposed project plan will be given serious consideration. The City reserves the right to award one or more projects to one or more firms.

C. All Information True

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

D. Interviews

After the initial evaluation of the statements of qualifications, Respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's approach, but on an appraisal of the persons who would be directly involved in the Project. "Short listed" respondents may be asked to make a presentation to the CITY OF JOPLIN project team and leadership.

E. Inquires

Please refrain from contacting CITY OF JOPLIN staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.

F. Cost of Responses

CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

G. No Obligation

CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. Professional Liability Insurance

The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. An original and one copy of the responses are to be delivered to:

Contact: Tony Robyn, Disaster Recovery Coordinator
602 S. Main Street, 3rd Floor
Joplin, MO 64804
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Michelle Kaiser, Senior Project Manager
CBC Real Estate Group, LLC – Project Development Manager
Phone: 816-285-9550
Email: mkaiser@cbcrealestategroup.com

Submittals will be received by the Disaster Recovery Coordinator and Project Manager at the specified location until the time and date cited above. Only submittals received by the correct time and date will be recorded.

Submittals must be submitted in an envelope with the Request for Qualifications number **(2015-RFQ-01)** and the Vendor's name and address clearly indicated on the envelope. All submittals must be completed in ink or typewritten and submitted by the time and date above. A digital copy in Word or PDF format should be included on CD or flash drive.

Proposers are strongly encouraged to carefully read the entire Request for Qualifications.

To enable CITY OF JOPLIN to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

PLEASE CLEARLY MARK "CONFIDENTIAL/PROPRIETARY" ANY INFORMATION THAT YOU SEEK TO PROTECT FROM PUBLIC DISCLOSURE UNDER THE MISSOURI PUBLIC INFORMATION ACT AND SUBMIT SUCH INFORMATION A SEPARATELY MARKED ENVELOPE. CITY OF JOPLIN CANNOT ASSURE ANY RESPONDENT THAT INFORMATION THAT IS MARKED CONFIDENTIAL/PROPRIETARY WILL REMAIN PRIVATE, HOWEVER, IN THE EVENT OF A REQUEST FOR SUCH INFORMATION UNDER THE PUBLIC INFORMATION ACT, CITY OF JOPLIN WILL TIMELY NOTIFY YOU IN WRITING OF THE REQUEST AND YOU WILL BE AFFORDED THE RIGHT TO SUBMIT BRIEFING TO THE MISSOURI ATTORNEY GENERAL.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

Each submittal shall include the following:

The submittal must detail how the design firm will provide the Scope of Services required by this RFQ as required by federal procurement guidelines. The design firms are encouraged

to present in their submittals any alternate or creative means of providing any item specified in the Scope of Services.

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. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

2) Organizational Structure

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

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.

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

years.

5) References

Each Contractor must furnish a minimum of five (5) references. At least three (3) of the five (5) references should be from projects of similar complexity and community size 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.

6) Disclosures

Disclose and detail whether your firm, staff, or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work of the city-retained master developer, Wallace Bajjali Development Partners, to include brokerage relationships, commission arrangements, overrides or any other compensation arrangements. Disclosure of previous activity will not automatically disqualify your firm. Failure to disclose participation in predevelopment activities will disqualify the applicant.

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

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

Purpose

The City and its designated Project Development Manager, CBC Real Estate Group "CBC" are interested in obtaining the services of an architectural design firm for a new library complex to assist in, design and programming of the facility including such items as estimating and compiling budgets, developing a conceptual design, coordinating additional RFQ's for the project, and assist with various grant reporting requirements such as quarterly progress reports.

Background

Joplin's *Blueprint for the Future* and the Citizens Advisory Recovery Team *Implementation Next Steps* both identify opportunities to continue to develop, invigorate, and nurture the areas most devastated by the tornado, as well as create synergy among major anchor projects and other projects underway in the community. By design, the library, like many of the proposed redevelopment projects and programs have ripple effects beyond the tornado damage zone and are intended to reach a broad base of citizenry and their expressed needs and issues. Since the early stages of recovery, the city's objective and actions have been to stabilize and minimize population loss. In addition to the reconstruction and development underway across the city and disaster area, the importance of this project stems from the fact that it is part of a suite of priority reconstruction and recovery efforts, including critical infrastructure improvements and anchor developments intended to transform the face of Joplin into an interconnected, vibrant and growing city moving forward. These projects together provide a powerful catalytic effect within and adjacent to the tornado recovery zone and provide incentives and implications for associated ancillary development, while specifically addressing a multitude of community challenges and needs. The whole of these projects will benefit the Joplin community well into the future and represent an unprecedented, once in a life time opportunity.

In 2012, the City of Joplin was awarded a grant from the U.S. Economic Development Administration, EDA Award No.: 05-79-05345, to relocate and build a modern library facility in the heart of the disaster area, to in part, help generate growth and economic resiliency in the wake of the 2011 tornado disaster. This EDA grant is for the redevelopment of the tornado impact zone including 20th Street corridor improvements. This project will be partially funded with Federal funds from the US Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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

CBC Real Estate Group, LLC has been selected as Project Development Manager, and is responsible for all aspects of procurement, programming, construction management and delivery of the Joplin Library Complex. The successful bidder will work closely with designated City staff and CBC personnel and will be under the direction of the CBC project manager.

General Requirements

The selected Design Firm will be responsible for:

a) Design of a modern public library facility of approximately 50,000 - 60,000 square feet (subject to final design) at 20th and Connecticut Streets in Joplin, Missouri, together with approximately 150 surface parking spots, landscaping, streetscaping, pedestrian access improvements, and an intermodal trailhead/pocket-park interface.

Overall library structure will be a single-story with a primarily masonry exterior, and will be durable construction, steel-frame, with decorative elements incorporated into the masonry exterior. Building should be designed for a usable life of greater than forty years, and sufficient to provide shelter in the event of threatening weather conditions. Level of finish should be good quality, but not luxury; the intent is to contain costs to the extent reasonable, but still provide Joplin an innovative and modern civic asset that speaks to the strength and pride of the citizens and their efforts to rebuild the City effectively and efficiently.

Subject to final design, current estimates are that the library would allocate approximately 36,000 square feet for book stacks, patron seating, work areas, and circulation; 7,000 square feet of meeting and program rooms; 5,000 square feet for administrative functions; 12,000 square feet for rest rooms, support services (including climate-controlled space for computer network equipment), and storage. At least 3,000 square feet of designated space is needed for the Post Memorial Art Museum and Reference Library. A small café and/or coffee bar should be incorporated into space design and visible and accessible from street. Approximately 5,500 square feet will be dual-use, shared space for a storm shelter designed and constructed in accordance with *FEMA 361 Design and Construction Guidance for Community Shelters*. The professional library consultant will analyze space utilization and needs for various elements of library operations.

While not seeking Leadership in Energy and Environmental Design certification, the overall facility should incorporate Leadership in Energy and Environmental Design-type standards and include sustainable technologies and innovations related to climate control, energy and space efficiency, water efficiency, landscaping, daylighting, site usability, and storm water management. Facility lighting and

significant sound mitigation will vary to fit the needs of various proposed facility operations. Technological capacity will be designed to accommodate flexibility, growth and digital needs for both wired and wireless applications for library operations. Exterior glass will be designed to avoid UV impact on the print collection as well as heating/cooling problems and security issues. However, if feasible, the southern exposure will be utilized for passive solar heating in cooler months; this would also provide a more open, inviting frontage on the 20th Street side. Facility exterior glass must incorporate angling and/or anti-bird glazing to mitigate bird collisions.

Additional facility innovations and improvements should be explored and cost-projected:

1. “Maker-Spaces” – a media-type center where small business or general public can utilize digital equipment, like video, camera, 3-D printing, scanning, printing, and computers geared toward business and artist incubator needs
2. Business Center – Quality desk-top publishing, printing and copying center
3. Self-publishing Book Machine – Prints and binds an author’s work
4. Electronic Device Charging Station – Multi-device capabilities
5. Automated Materials Handling – 7 to 9 bin automated book drop and retrieval system. Include a book drive-thru for drop offs.
6. Satellite Mini-Library – portable mini-library located in an identified area of the community
7. Digital book distribution system for E-readers
8. An outdoor amphitheater and pocket park that can be utilized by the general public and programmed for library patrons
9. A Public Trolley Transfer Station for four trolley-type buses

b) Site design will include surface parking for visitors, estimated at 150 spaces; capacity will be determined by the final site plan and will include a networked cluster of at least four Electric Vehicle Charging Station spaces with additional electrical conduit capacity allowing future expandability to ten spots. The charging station will be located near the electrical breaker panels and will also necessitate Wi-Fi, cellular coverage or a repeater. *{Note: Construction documents will be completed by civil engineer. Architect will be expected to work in collaboration with civil design team for final design}*

The conceptual site design should incorporate landscape and streetscape elements which will tightly integrate–visually as well as in terms of pedestrian and traffic circulation–the facility with the proposed future adjacent mixed-use development to the east, as well as with 20th Street, Connecticut Avenue, and the surrounding residential neighborhoods. Considerable screening and berming should be incorporated providing residential privacy. The overall design concept is to create an anchor facility that is a landmark for the 20th and Connecticut intersection and serves as a modern key element of an integrated, family-friendly destination for adults, students and children, which integrate seamlessly with the surrounding neighborhoods to enhance the community's vitality and viability as a walkable community. Library and site streetscape, frontage, and pedestrian elements should conform to, and integrate with, overall 20th Street Corridor design elements in design, aesthetics, and functionability and conform to all City codes and regulations.

c) Infrastructure and Site Conditions and requirements are modest; the site is currently cleared of vegetation and buildings with the exception of an asphalt parking lot remaining from buildings destroyed by the tornado. The site is relatively level, with minimal excavation work required. Completed Phase I and II Environmental studies give no indication of undermining or mine tailings issues at or surrounding the site; however some lead soil remediation will take place during construction in accordance with Jasper County procedures. Existing streets (20th and Connecticut) are adequate to serve the site. Adequate utility infrastructure is already in place to the site. Innovative stormwater management, run-off quality, and quality Missouri native landscaping approaches are important and will be incorporated in the conceptual site plan; exterior lighting and signage will be modest in keeping with the City's corridor overlay design standards and will mitigate light pollution. North and South Public Trolley Stops on Connecticut will be incorporated. Based on adjacent neighborhood residents' recommendations of any final design, the design will incorporate significant landscaped berming and buffering to minimize any adverse noise or view shed impacts for privacy. Include traffic lights at 18th and Connecticut and any other necessary traffic control provisions. *{Note: Construction documents will be completed by civil engineer. Architect will be expected to work in collaboration with civil design team for final design}*

d) Site Plan Opportunity: See attached map of site- Exhibit D. Also, to the east of the site is a proposed 100,000 square feet of future mixed-use retail/residential private development; library site designs should allow for interconnectivity with pedestrian access, parking and traffic flow. While not a part of the EDA-supported project, this private development is indicative of the economic development envisioned in the 20th and Connecticut area that will be catalyzed by the project and, in turn, will be an additional draw for traffic to the library. The site plan should at least include a pocket-park setting with intermodal trailhead features including benches, signage, lighting, art and water features, however, a small outdoor amphitheater should also be explored. *{Note: Construction documents will be completed by civil engineer.*

Architect will be expected to work in collaboration with civil design team for final design}

e) Feasibility: The site presents no major obstacles to the proposed construction. It is relatively level and devoid of any structures or significant vegetation as a result of the tornado damage, as it has been entirely cleared of previous structures (with the exception of four foundation slabs and an asphalt parking lot from buildings destroyed by the storm), trees and major vegetation. Adjacent streets are in place and all utilities are readily available.

f) Library Operations: It is the intent of the Project Manager to engage the selected Design Firm in strategic planning activities with Library leadership and staff as a part of the larger site and facility design process. The selected Design Firm must demonstrate expertise on their team to provide guidance on all aspects of library operations, including the impact on staffing levels, collections, patron activities & programs with the increased functionality of the building design and new technology that will be integrated into the facility.

EXHIBIT "B"
SPECIFIC REQUIREMENTS

Conceptual Design - Master Planning

Programming to be included as part of this submittal. Selected firm will be required to work with CBC/CITY OF JOPLIN to finalize program of space to ensure needs of CBC/CITY OF JOPLIN as well as commitments made in grant application are satisfied. Selected firm should include professional library design service expertise to work with library director, board, city staff and citizens on what types of elements are proposed in the new facility. Based on this information, your firm will develop preliminary exterior elevations and preliminary interior layout based on building committee direction. A formal presentation will be made to building committee and CBC/CITY OF JOPLIN Board members in order to finalize design intent. Presentation materials should be in full color.

In collaboration with the Joplin Public Library Staff and Board, the facilitator will:

1. Work with the Staff and Board of the Library to complete a strategic plan that identifies service priorities for the Library. The planning process will be based on the Public Library Association's "Strategic Planning for Results" and will include input from community residents, Staff, and Board members.
2. Facilitate meetings of the Community Planning Committee, during which the participants will develop a vision for the communities served by the Library and identify a set of service priorities that will be recommended to the Library Board.
3. Work with Staff to write goals and objectives after they have been approved by the Board of Trustees.
4. Develop a process for identifying and evaluating current and proposed activities to support each of the final goals and for training Library administrators, supervisors, and other key Staff to use the process.
5. Work with Library administrators to develop criteria to be used to evaluate the proposed activities for the Library.
6. Work with Library administrators and the Board of Trustees to help them replicate the project in the future.

Schematic Design

Based upon CBC/CITY OF JOPLIN's approved Program, Architect shall prepare, document and develop Schematic Design Documents. The Schematic Design will be subject to their satisfaction based upon their desired budget, schedule and it's consistency with the established requirements developed in the master plan. Additionally, firm will be responsible for contracting with an acceptable structural, mechanical, electrical, plumbing and fire protection engineer and providing timely coordination of their documents. Civil and landscape design will be under separate contract, but architect and its sub-contractors will be expected to collaborate with this team. Additionally, participation in a minimum of 2 neighborhood meetings should be included in your proposal.

Schematic Design documents shall further display:

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

Design Development

Based upon CBC/CITY OF J approved Schematic Design Documents, Architect shall N further prepare, document and develop a complete dimensioned design and information, primary building systems and major finishes for the project premises to the satisfaction of the Building Committee. The Design Development Documents will be sufficient to allow for complete and accurate pricing and construction of the intended space.

Documents for this submittal shall consist of as a minimum:

1. Site and Civil Plans (coordinated with selected civil engineer)
2. Preliminary Structural, Mechanical, Electrical and Fire Protection systems.
3. Preliminary Landscape design
4. Architectural Floor plans with core area room locations.
5. Exterior building elevations.
6. Develop and present Shell and Core Materials and Color selections.
7. Preliminary audio visual and information technology design
8. Sketches including special treatment, features, and design amenities.
9. Preliminary material selections to communicate colors, materials and finishes, including wall treatments and floor covering recommendations.
10. Preliminary Plan Check: Review the preliminary plans with appropriate governmental agencies, and prepare a building code analysis for the project.

11. Work with team to establish that the Project is within the construction budget and schedule constraints.
12. Continue to review applicable statutes, regulations, codes and by laws as the design of the project is developed.

Construction Documents and Administration

Based upon CBC/CITY OF J approved Design P Development t Documents, Architect N shall further prepare, document and develop final Construction Documents to cover all Work.

1. Preparation of complete set of construction documents developed from a client approved set of scope documents. One (1) reproducible of each sheet shall be provided to the client for review at 50% and 90% completion stages. One (1) reproducible of each sheet shall be provided to General Contractors, as directed by client, and to client after all required corrections are made on the original reproducible documents. At 100% completion, two complete sets of as-builts will be delivered to the City of Joplin disaster recovery coordinator.
2. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
3. The construction documents will be sufficient to allow for complete and accurate pricing and construction. Documents shall be complete, thorough, well-coordinated between consultants, etc.
4. The firm shall be responsible for coordinating its construction documents with plans prepared by others. The firm will provide timely interpretations of the construction documents to the selected mechanical, electrical, plumbing and structural engineers and such other consultants or design-build contractors which the client may choose to become involved in the preparation of plans.
5. In order to support the fast track delivery of the Project, the Architect may be requested to issue separate packages of drawings which shall include at a minimum (a) Site / Civil Documents and (b) Core & Shell Documents.
6. Prior to the completion of the Construction Documents, at approximately 75% completion, the firm shall prepare a permit set of documents showing all required information necessary to obtain a building permit in the designated locality. The firm shall provide appropriate architects seal as required.
7. Arrange for and conduct a pre-construction conference with client, other consultants and the general contractor to mutually agree upon the administration process and to further review critical areas of interface and the impact of long-lead products. Attend general contractor bid review meetings as requested.
8. Be made available to provide interpretation and clarification to contract documents and respond to field construction issues as necessary.

9. Review and approve required shop drawings, samples, product information as required to facilitate completion of the project. No review period shall take more than two (2) weeks for any single submission.
10. Visit and tour the project premises during construction to monitor the progress of the work. Verify locations of work as requested by client or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.
11. Prepare and issue addenda requests for pricing, etc., as requested.
12. Attend weekly construction meetings at the job site.
13. Conduct two (2) project reviews in order to prepare and issue to the general contractor, an appropriate "punch-list" of items to be corrected before final payment by the client.
14. Monthly, prepare and issue Certificate(s) for Payment of the client certifying that, to the best of the firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.

Construction Estimating

CBC/CITY OF JOPLIN is requesting the selected architect to include construction estimating services as part the fee proposal. This service should be provided by a licensed, qualified construction estimating firm or general contractor. It should be noted that if a general contractor is utilized for these services they will NOT be eligible to bid on the construction of the library. The result of these estimates will be the basis for the design of the library.

Cost estimating services should include:

1. Provide full cost estimating at schematic, design development and 50% construction documents.
2. Confer with Architect and CBC on constructability and engineering issues.
3. Provide value engineering services.
4. Firm should be available to attend design/program meetings as requested
5. Estimates should be based on current market conditions and provided by standard industry division.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures

that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

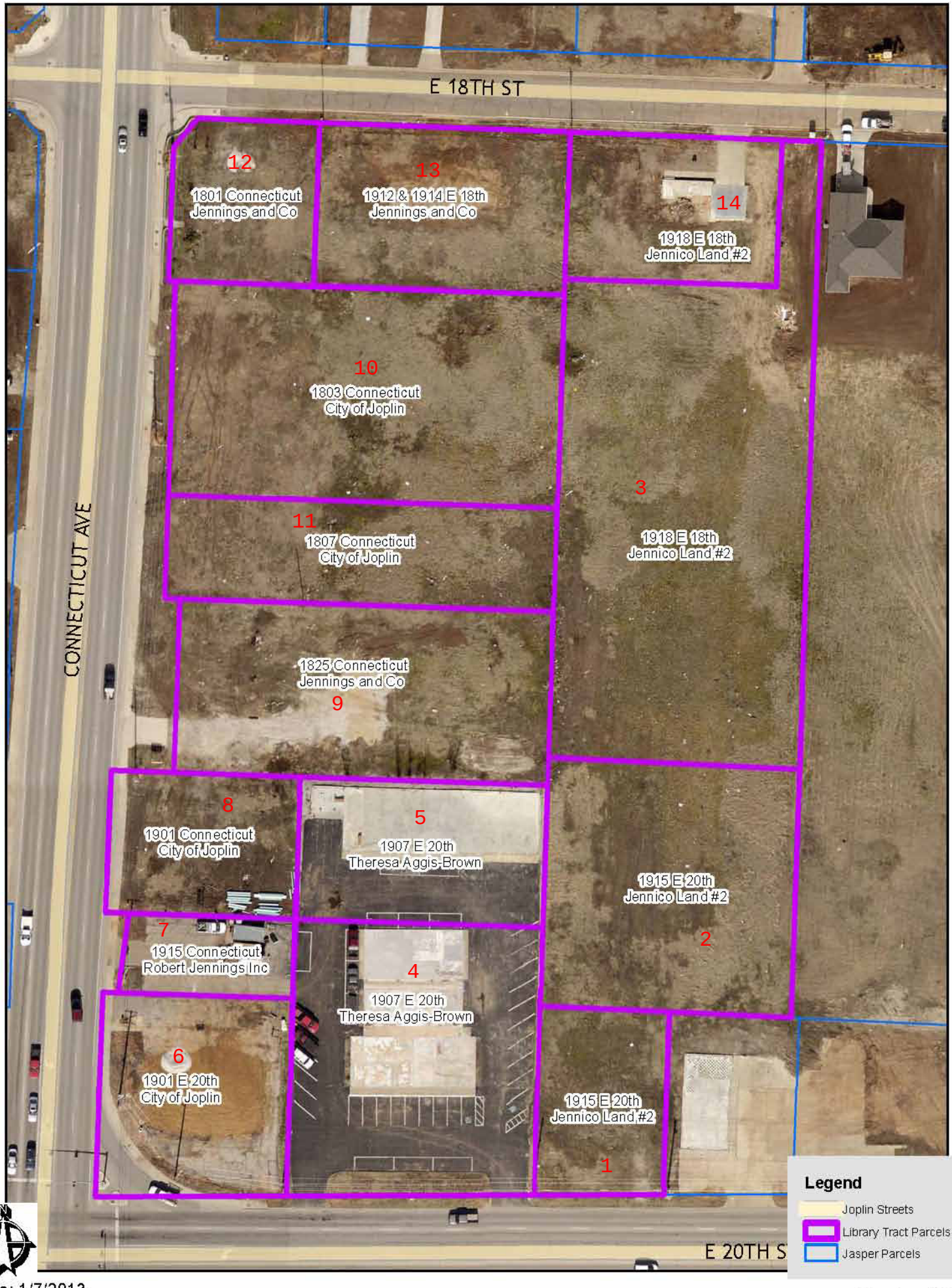
AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant



Date: 1/7/2013

1 inch = 80 feet

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Address:
Attention: **Tony Robyn** **trobyn@joplinmo.org**	Attention:
Department: **Planning and Community Development-Disaster Recovery**	Phone: Fax:
Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

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

6. **Termination of Contract .**

a. Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Architect:

By: _____
REVIEWED FOR APPROVAL
Printed Name: _____

Title: _____
Name & Title of Staff Project Manager

Date: _____

CITY OF JOPLIN, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

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

Tony Robyn
Disaster Recovery Coordinator
_____
Leslie Haase, Director of Finance

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

APPROVED AS TO FORM:

Date: _____

_____
Peter Edwards, City Attorney

Exhibit C - Fee Proposal
SAMPLE ONLY FOR CONTRACT

A. Proposal Information

Bidder Name: _____

Signed By: _____ Dated: _____

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost/RSF	Percent of Total Proposal	Proposal Hours
Preliminary Planning	$		
Schematic	$		
Design Development	$		
Contract Documents	$		
Contract Administration	$		
Construction Estimating	$		
Audio Visual Design	$		
IT Design	$		
Post Construction	$		
Total Fee Proposal	$		

ESTIMATED COST OF REIMBURSABLES - travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
	$	
	$	
	$	
Reimbursable Expense Estimate	$	

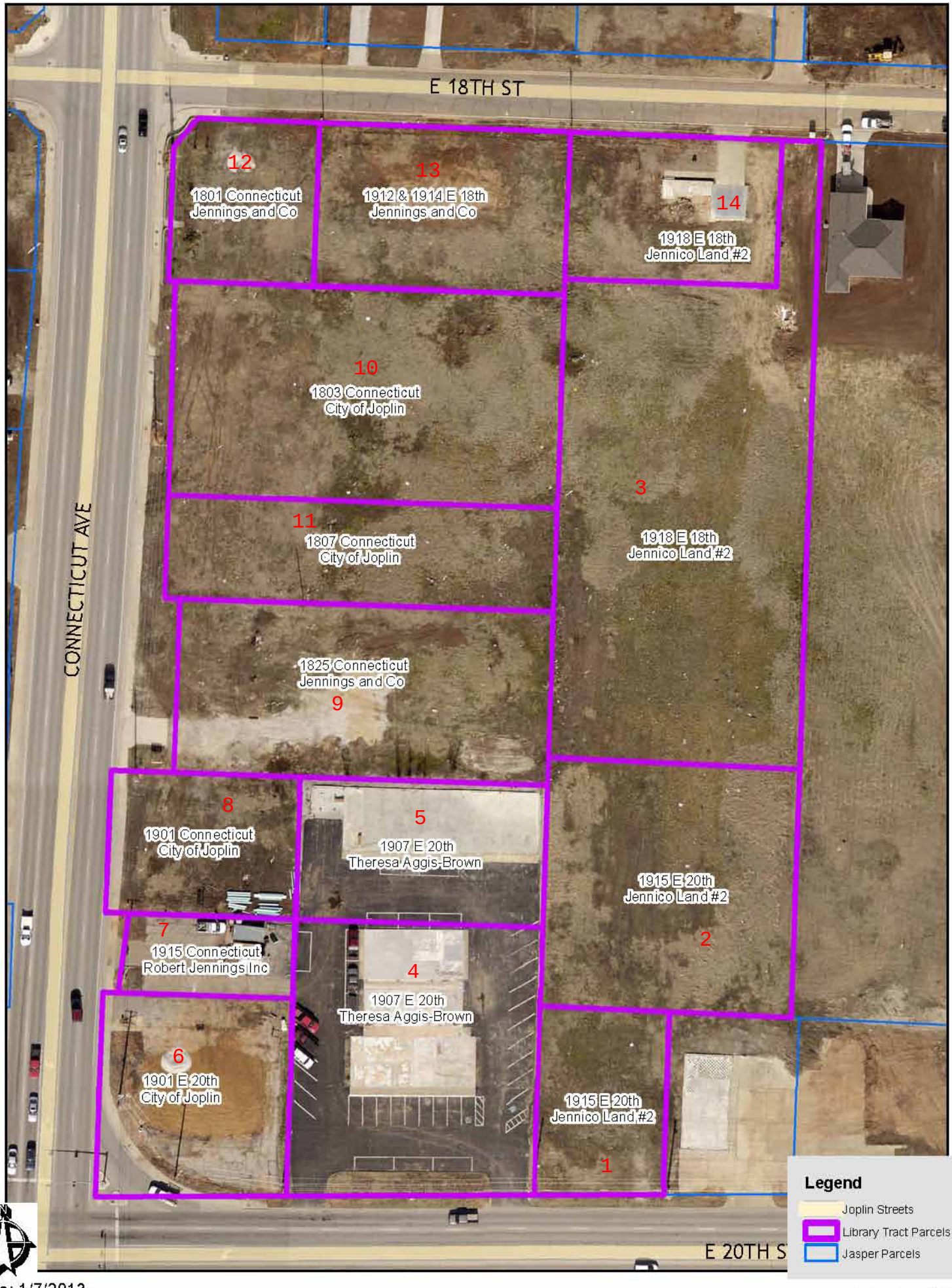
ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	

SAMPLE

	$	
Additional Services	$	

SAMPLE



Date: 1/7/2013

1 inch = 80 feet

CITY	ARCHITECT
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Address:
Attention: **Tony Robyn** **trobyn@joplinmo.org**	Attention:
Department: **Planning and Community Development-Disaster Recovery**	Phone: Fax:
Phone: **417-624-0820, ext 541** Fax: **417-624-4620**	

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Architect the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

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

6. **Termination of Contract .**

a. Termination for breach. Failure of the Architect to fulfill Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Architect agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Architect:

By: _____
REVIEWED FOR APPROVAL
Printed Name: _____

Title: _____
Name & Title of Staff Project Manager

Date: _____

CITY OF JOPLIN, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

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

Tony Robyn
Disaster Recovery Coordinator
_____
Leslie Haase, Director of Finance

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

APPROVED AS TO FORM:

Date: _____

_____
Peter Edwards, City Attorney

Exhibit C - Fee Proposal
SAMPLE ONLY FOR CONTRACT

A. Proposal Information

Bidder Name: _____

Signed By: _____ Dated: _____

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost/RSF	Percent of Total Proposal	Proposal Hours
Preliminary Planning	$		
Schematic	$		
Design Development	$		
Contract Documents	$		
Contract Administration	$		
Construction Estimating	$		
Audio Visual Design	$		
IT Design	$		
Post Construction	$		
Total Fee Proposal	$		

ESTIMATED COST OF REIMBURSABLES - travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
	$	
	$	
	$	
Reimbursable Expense Estimate	$	

ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	

SAMPLE

	$	
Additional Services	$	

SAMPLE

EXHIBIT B

SAPP DESIGN ARCHITECTS + OPN ARCHITECTS



JOPLIN
PUBLIC LIBRARY

Prepared for the: **CITY OF JOPLIN MO.**



Re: 21st Century Planning

A public library is the most public of all public buildings, affecting all demographics in a community. To participate in the creation of a public library and to see the transformational effect it can have on a community is an amazingly rewarding opportunity and one in which we take great pride. The bottom line is that our expert Library Planners will make you a PRIORITY client.

SERVICES + DESIGN

Collaboration: Two leading and award-winning Library Planning Architectural Firms have joined forces in order to collaborative foster progressive concepts and long-term solutions for Joplin's exciting new modern civic center.

Great Minds: Our Team will facilitate a unique 9-Step Planning Methodology. As part of this process we are proposing to bring together expert Library Planners and Advisors from across the United States for a 1-2 day Visioning Session. Collectively, these planners have worked with over 800 Library clients in 45 states and internationally. We envision that this group, along with the City of Joplin Library Planning Committee, City Leadership Groups and the Local Citizens, would participate in a strategic visionary process. Our facilitators will lead these groups to explore, discuss and challenge the concepts of "What is a 21st Century Library?" and "What is it for the Joplin Regional Community?"

Special Recognitions: The majority of our combined Public Library clients has had their facilities honored through Design Awards and multiple Trade Journal Publications.

Leadership and Innovation: Our Library Architects are proactive with new concepts and operational approaches in Public Libraries. This has lead to those individuals serving as guest panelist at such events as the Library Journal Design Institute.

EDA: Our Team has worked with Federal and State agencies on multiple grant funded projects. We fully understand the comprehensive process necessary to assure that "Checks and Balances" are in place as required to protect our Clients and the funding mechanism.

Local: Sapp Design Associates is located in Springfield, Missouri and has successfully designed and managed multiple high profile-projects in Joplin, Missouri.

Shelters: Our team is one of the area's leading designers of FEMA 361 Safe Rooms. In addition to basic Architectural and Engineering services we have helped clients manage all aspects from Grant writing through Final Construction Auditing.

With our expert team, we will facilitate a collaborative client-and community–centered design process for your new 21st Century Library facility. We are prepared to start immediately and to introduce our Dynamic Planning Methodology.

Respectfully,

Michael J. Sapp, AIA, NCARB
President
Sapp Design Associates Architects, P.C.

Bradd A. Brown, AIA, LEED AP
Principal
OPN Architects



1) COMPANY PROFILE

2) ORGANIZATIONAL STRUCTURE

3) KEY STAFF

4) EXPERIENCE

- LIBRARY PHILOSOPHY
- LIBRARY PROJECT LISTING
- METHODOLOGY
- PROJECT (5)
- FEMA AND FEDERAL

5) REFERENCES

6) DISCLOSURES

7) PENDING CLAIMS

8) APPENDIX

- JOPLIN AREA PROJECTS

Members, Supporters, Presenters

MISSOURI LIBRARY ASSOCIATION

ALA American Library Association



SAPP DESIGN ASSOCIATES ARCHITECTS

During the last **28+** years, Sapp Design Associates Architects has grown to be one of Springfield's largest and most stable firms. Over **70%** of our staff are licensed architects **10** of which are LEED Accredited Professionals. Our work has been published nationally and awarded locally by public juries. **95%** of our work comes from public tax dollars. Our ability to generate great design solutions at an economical cost has gained us a **70%** retention rate with our clients, some of which have been with us **20+** years.

SDA was formed by Michael Sapp, who in 1986 laid the foundation for what would become one of Missouri's premier commercial architectural firms. Today, the SDA Team brings the collective experience of over 300 years to the table, resulting in projects that are not only great in design but truly do meet the needs and budget of the client. SDA has a diverse portfolio of public and private projects that are a testimony to the vast knowledge and innovative thinking our designers apply to every project. Because SDA knows there is much more to a project than a "great design," many in-house services ranging from Master Planning to facilitating community forums are available to make your project a complete success.

Sapp Design Associates Architects is ranked among the largest architectural firms in Springfield, Missouri and named as one of the 2006, 2008, 2009 and 2010 Choice Employers. Even though our projects don't come with a gold-plated budget, we still make a big splash, with a history of award winning designs, judged by both public and professional juries. Some of our published projects have been featured in Metal Architecture, American School & University, American Libraries, and College Planning & Management. It is this track record that has generated an extensive list of long-term repeat clients. Our Team has become an integral part of their continual growth and success.

SDA is very proud of its past achievements, but is humbled to acknowledge that great projects can't happen without Great Clients!











Sapp Design Associates Architects P.C.
3750 S. Fremont, Springfield, MO 65804
417.877.9600 info@sdaarchitects.com

Established
1986

Licensures:

Missouri Certificate of Authority #000607

Missouri Architecture Registration # A-5051





OPN ARCHITECTS

As a 110-person firm with a 35-year track record of success, OPN is one of the most successful architectural firms in the United States. We've won recognition for our design work and were listed by Architectural Record as one of the top 100 design firms in 2014. Our success is the result of a deliberate, sustained commitment to an open culture that nurtures excellence and new ideas. We collaborate closely during planning and design phases in our office. We camp out in teaming rooms during intensive periods of research and design. We document our ideas with layers of trace paper, sticky notes, photos and boards. We workshop ideas together during weekly design critiques. We understand that physical space can foster or inhibit collaboration and innovation, and we believe passionately that success lies in bringing people and perspectives together. We encourage open dialogue, and as a team, we find the optimal design solution for our clients.

OPN Architects' practice encompasses a wide variety of project types, with emphasis on public libraries, higher education, performance spaces, civic projects, and corporate design. Over the past 20 years, public library design has grown to be a significant part of our portfolio. OPN has designed more than 30 public libraries, both new and remodeled, ranging in size from $700,000 to over $40 million. Many of these projects have been recognized with design awards and several are LEED certified.

Our library reputation has been built on a process that includes significant participation of the library leadership, patrons, and community leaders through on-site charettes, public forums and well-designed communication materials. The result are library designs that are unique and specific to the needs of the community, that are efficient to operate, and beautiful in their design. We won't approach a project with a preconceived notion on style or aesthetic. Our designs are a reflection of the context, climate, and client's goals and objectives.

Another hallmark of our library design are facilities with a holistic design aesthetic from architecture, to landscape design, to interior furnishings. As a firm, we have provided assistance to our library clients in the selection and specification of interior furnishings from shelving, custom end panels and signage, and furniture. Our focus is on the details and providing layouts and systems that are adaptable and flexible to changing collections and technologies.

A public library is the most-public of all public buildings, affecting all demographics in a community. To participate in the creation of a public library and to see the transformational effect it can have on a community is an amazingly rewarding opportunity and one in which we take great pride.

SIZE OF THE FIRM

Principals	8
Architects	33
Intern Architects	39
Interior Designers	10
Landscape Architects	2
CADD Operators	1
Construction Admin.	6
Marketing	3
Data Analyst	1
Clerical/Admin	7
Total Employees	110

SERVICES

Adaptive Reuse
Architecture
Bond Issue Planning
Building Information Modeling
Detailed Budget & Cost Analysis
Existing Facility Evaluation
Fast Track Design
Interior Architecture
LEED Planning & Implementation
Marketing & Promotions Design
Master Planning
Landscape Architecture
Programming
Renovation/ Restoration
Site Evaluation
Sustainable Design

LOCATIONS

Cedar Rapids - Managing Office
200 Fifth Avenue, SE
Suite 201
Cedar Rapids, IA 52401
(319) 363-6018

Des Moines
100 Court Ave.
Suite 100
Des Moines, IA 50309
(515) 309-0722

Madison
301 N. Broom
Suite 100
Madison, WI 53703
(608) 819-0260



Organized Around You

As passionate advocates for libraries, we have the philosophical stance that a public library is the **"most public"** of all community facilities and should serve all purposes and ages. The library of tomorrow will be defined less by what it has in its collection and more by **what it does** for a community.

As a user-focused team, we will put you in the driver's seat, working one-on-one with our dedicated design team. Our mission is to make sure all of your goals, visions, and priorities are met first and foremost.

Why Two Firms?

This collaboration brings together two innovative library-focused architectural firms. Both SDA Architects and OPN Architects have completed many award-winning and published libraries on their own accord in recent years. This collaboration was formed to foster innovation and out-of-the-box" thinking, specifically for Joplin, Mo.

More than Architects

We are Interior Designers, Specialists in Library Operation & Planning, Authors/ Researchers with a vast contingent of available resources, and Special Consultants working together to ensure a successful and long-term asset for the Joplin community.

Joplin **A/E** Project Team
128 Total Staff Available

COMBINED ORGANIZATION STRUCTURE

Principals	9
Architects	43
Intern Architects	42
Interior Designers	10
Landscape Architects	2
CADD Operators	2
Construction Admin.	6
Marketing	4
Data Analyst	1
Clerical/Admin	9
Total Employees	**128**



Involved | Experienced | Innovative | Visionaries

Both SDA Architects and OPN Architects have been at the forefront of Library Design, Our team members have been guest speakers and collaborator at many great Library focused events such as Library Journal's Design Institute work shops in Saint Louis Mo. Their passion and dedication to library planning has brought special recognitions to our clients via Design Awards and National Publications



Michael J. Sapp

President | AIA | Project Admin.

EDUCATION
Bachelor of Architecture,
University of Arkansas

Registered Architect In:
Missouri | Arkansas | Georgia
Kansas | Illinois | NCARB Certified

CONTINUING EDUCATION INCLUDES:
Optimizing the Small Firm
Client Relationships
Governmental Consulting
Safe & Secure Schools

AFFILIATIONS
AIA, MSBA, MASA, CEFPI , MLA
MASA, MPRA

Dean's Circle Member
University of Arkansas
School of Architecture

Springfield Schools Foundation
Advisory Board Members





James C. Stufflebeam

V.P. | AIA | Senior Designer

EDUCATION
Bachelor of Architecture
Kansas State University

PROFESSIONAL / CIVIC AFFILIATIONS
American Institute of Architects
American Library Association
Missouri Library Association

PRESENTATIONS
Missouri Library Association Conference
2014: Library Journal Design Institute, St. Louis, MO
2011: Current Trends in Library Design
2010: Sustainable Design in Libraries
2008: Destination Libraries

PUBLIC LIBRARY EXPERIENCE
Midwest Genealogy Library Center
Donald W. Reynolds Library
MCPL - Woodneath Branch
MCPL - Independence Branch
Trails Regional Library
Jefferson County Library - Arnold
Jefferson County Library - High Ridge
The Library Station - Springfield
The Library Center - Springfield
Christian County Libraries - Design Only
Republic Branch Library - Design Only



Pam Haldiman

Project Manager | AIA | LEED AP

PROFESSIONAL / CIVIC AFFILIATIONS
American Institute of Architects
U.S. Green Building Council

Woman of the Year
By National Association of
Women in Construction, Southwest Chapter
2011

JOPLIN PROJECT EXPERIENCE

Irving Elementary
Franklin Technology Center 65-day rebuild
Joplin Fire Station #4

PUBLIC LIBRARY EXPERIENCE
Midwest Genealogy Library Center
Donald W. Reynolds Library
MCPL - Woodneath Branch
MCPL - Independence Branch
Trails Regional Library
Jefferson County Library - Arnold
Jefferson County Library - High Ridge
The Library Station - Springfield
Morgan County Library
West Plains Library



BRADD A. BROWN

Principal | AIA, LEED AP | Design Principal

EDUCATION
Iowa State University,
Bachelor of Architecture, 1987

PROFESSIONAL / CIVIC AFFILIATIONS
American Institute of Architects - AIA Iowa
Cedar Rapids / Iowa City Architects Council
Past President, Theatre Cedar Rapids
ISU Architecture Advisory Council
Sunrise Rotary, Member

PUBLIC LIBRARY EVENTS
"Bringing Older Buildings into a New Age-or Building Anew" Panel Discussion
Library Journal Design Institute, St. Louis, MO

Design Challenge: Exploring Co-Location Library Journal Design Institute, St. Louis, MO

"Designing Your Library for Interactively" Library Journal Webinar, November 2013

Next Generation Libraries
Library Journal Design Institute, Salt Lake City, UT

Next Generation Libraries
Wisconsin Library Association, October 2014

Commons x 3
Academic, Public, and School Library Commons
Library Journal Webinar, November 2014

PUBLIC LIBRARY EXPERIENCE
Carnegie Stout Public Library, Dubuque, Iowa
Cedar Rapids Public Library, Cedar Rapids, IA
Cedar Rapids Ladd Library, Cedar Rapids, IA
Williamsburg Public Library, Williamsburg, IA
Moline Public Library, Moline, IL
Philip S. Miller Library, Castle Rock, CO
Feasibility Study
James H. Larue Library, Highlands Ranch, CO
Feasibility Study
Oskaloosa Public Library, Oskaloosa, IA
Baraboo Public Library, Baraboo, WI
Monticello Renaissance Center, Monticello, IA
Anamosa Public Library, Anamosa, IA
Traer Public Library, Traer, IA
Marengo Public Library, Marengo, IA
East Side Branch, Des Moines, IA
Washington Public Library, Washington, IA
West Liberty Public Library; West Liberty, IA



MINDY SORG

NCIDQ | LEED AP | Senior Designer

EDUCATION
Iowa State University,
Bachelor of Fine Arts in Interior Design, 1994

PROFESSIONAL / CIVIC AFFILIATIONS
International Interior Design Association
IIDA Eastern Iowa City Center
St. Stephens Luther Church - Endowment Chair
Board of Advisors Leadership for Five Seasons
Waypoint Services – Fund Development, Marketing Committee Chair
Past President, Junior League of Cedar Rapids
Leadership for Five Seasons, Alumni Chair

PUBLIC LIBRARY EVENTS
Design Challenge: Exploring Co-Location
Library Journal Design Institute, St. Louis, MO

Next Generation Libraries
Library Journal Design Institute, Salt Lake City, UT

Next Generation Libraries
Wisconsin Library Association, October 2014



PUBLIC LIBRARY EXPERIENCE
Carnegie-Stout Public Library, Dubuque, IA
Cedar Rapids Public Library, Cedar Rapids, IA
Cedar Rapids Ladd Library, Cedar Rapids, IA
Moline Public Library, Moline, IL
Philip S. Miller Library, Castle Rock, CO
Feasibility Study
James H. Larue Library, Highlands Ranch, CO
Feasibility Study
Oskaloosa Public Library, Oskaloosa, IA
West Liberty Free Public Library, West Liberty, IA
Baraboo Public Library, Baraboo, WI

Academic Libraries
Adler School of Journalism and Communication,
University of Iowa, Iowa City, IA



TOBY OLSEN

ASSOCIATE AIA | Project Architect

EDUCATION
University of Nebraska,
Master of Architecture, 2009

PROFESSIONAL / CIVIC AFFILIATIONS
American Institute of Architects
American Library Association, Member
Linn Community Food Bank, Board Member
Cedar Rapids 100+ Men Who Care

PUBLIC LIBRARY EVENTS
Design Challenge: Exploring Co-Location
Library Journal Design Institute, St. Louis, MO

Design Challenge Expert Panel
Library Journal Design Institute, St. Louis, MO



PUBLIC LIBRARY EXPERIENCE
Cedar Rapids Public Library, Cedar Rapids, IA
Cedar Rapids Ladd Library, Cedar Rapids, IA
Baraboo Public Library, Baraboo, WI

OTHER
City Open House Process, Cedar Rapids, IA
CR Schools Open House Process, Cedar Rapids, IA
Strategic Revitalization Plan, Czech Village / New Bo Main Street District, IA
Science Station Flood Recovery, Cedar Rapids, IA
DMACC Facility Design, Des Moines, IA
Paramount Theatre Restoration, Cedar Rapids, IA
Principal Financial Group, Cedar Falls, IA
Mount Mercy Graduate Center, Cedar Rapids, IA
University of Iowa Health and Clinics, Iowa City, IA
Medical Alumni Auditorium
University of Iowa, Iowa City, IA
Hancher Auditorium



Building the Next Generation Library

Next Generation Libraries

Unlike other equally important civic buildings, such as City Halls, Police Stations, Public Works Facilities, etc., a public library is used and accessed by everyone in the community. To the average adult, libraries are indelibly associated with books. But in the age of digital media, this association is rapidly changing. Future generations will associate the library more with community, technology, creativity, and collaboration.

Librarians are at the forefront of this change and are well-equipped to lead the discussion about next generation libraries. For designers, it is important that we recognize these changes are occurring at an extraordinary speed and that we design to maximize the flexibility of spaces while incorporating best practices for today's libraries. Our design team has intensively researched trends in library design and benchmarked innovative library design nationwide. Libraries are evolving and next-generation libraries are embracing the following trends.



Technology & Mobile Services

Changes in technology and mobile services will be the single largest driver in the evolution of libraries. Interestingly, we're seeing that these changes are largely positive freeing up staff and resources to increase interaction between patrons and staff. At the Cedar Rapids Main Library, in lieu of a traditional centralized circulation desk, library employees are able to locate, scan, and check out books and media at kiosks located throughout the facility. In a significant paradigm shift, there are no desks or physical barriers between library staff and patrons. Self-check kiosks are also positioned in visible areas throughout the collections spaces and service core to augment the speed of service. Automated book handling system sorts books for re-shelving – this RFID controlled conveyor book sorting system can be expanded or modified as needs and collection sizes change. As patrons bring in their own mobile devices and e-readers, Technology Commons with space for patrons to 'plug in and power up' are becoming popular.





Community Spaces

Cafés, coffee shops, auditoriums and flexible meeting spaces are all hallmarks of modern libraries. These popular spots magnetize people to the library and entice them to stay. As the civic hub for a city, libraries strengthen their connections to patrons by providing a valuable "third space" for people to gather, learn, relax and create. Active engagement with and within the library can be increased through thoughtful use of indoor / outdoor connectivity, green spaces and by enhancing views to and from the library.

Flexibility

We strive to "future proof" our library designs so that the facility is adaptable to the needs of future generations. We can strategically locate the hard or impossible-to-move elements like mechanical/plumbing chases, elevators, restrooms, etc. in ways that won't impede reorganization. In some cases we have utilized raised access floors that allow for re-routing of mechanical, power, and data without needing to demolish walls or ceilings.

Universal Design

As a public building, accessibility is a paramount concern. Universal Design is broader in scope than accessible design and **barrier-free design** and includes principles such as equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, and low physical effort. Good design looks beyond adherence to code to examine how users will interact with the building and looks for ways to improve their experience.

"The library of the future will be less about what it has, and more about **what it does ...**"

Young Adult Zones & Content Creation Spaces

Libraries have long recognized the importance of adult and children's areas, but spaces designed for young adults is an emerging trend that recognizes the important role libraries can play in serving this population. Maker Spaces, Hacker Spaces and Digital Zones offering access to video creation and graphic design programs are quickly gaining popularity across the country. These unique spaces offer a way to draw teens to the library and allow them to deepen critical digital literacy skills.

Collaborative Partnerships

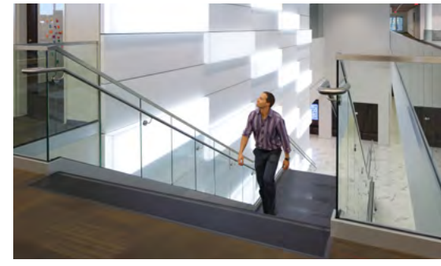
Libraries are increasingly looking for innovative ways to engage community groups, corporations, and non-profits in programming. By providing spaces designed for experimentation with and nurturing of collaborative partnerships, the library becomes an important cultural hub. Thinking beyond the standard meeting room, unconcerned spaces, auditoriums, and outdoor spaces are being designed to host a range of workshops, seminars, dialogue, events, and even business incubators. At the extreme end of this trend, libraries are exploring the potential for co-llocation with outside partners. We recently worked with Madison Public Libraries in Wisconsin to examine the possibility of co-locating a new branch library with a local grocery co-operative. Our process looked at possible service adjacencies, programmatic opportunities, and coordinated learning support that would help both organizations maximize their budget and space, while enriching services for their core users. Other libraries may be interested in locating near a YMCA, community center, health clinic, or other compatible community resource.

Conservation

New and expanded libraries represent a tremendous investment of resources. It is essential that the design be sustainable. We employ a host of strategies to ensure that our designs are sustainable and responsible, including envelope design, heating and cooling methods, lighting, and storm water management. We believe strongly in job site waste recycling. On the Cedar Rapids Main Library, over 95% of waste was saved, reused, recycled, or kept out of the landfill. Sustainable design strategies make the most of a community's economic resources today and into the future. Increasingly, libraries are putting their operational efficiency front-and-center for patrons to see. At the Cedar Rapids Public Library, an interactive flat-screen displays statistics on the building's real-time energy and water usage.

Retail Model

Some forward-thinking libraries are adapting their programmatic approach to make the library a browser-friendly space with intuitive way finding. Much like a modern book store, materials are being organized by topic rather than the strict Dewey Decimal System. This arrangement is already familiar to patrons and allows users to easily discover new materials. Lower-height bookshelves provide clear sight-lines, improving wayfinding and visibility and easy access to materials for patrons and staff. Many of our public and academic libraries are implementing "Power Walls" – long, front-facing shelving that provides space for staff to curate seasonal and topical displays that appeal to various audiences.



LEED Libraries

- **LEED Platinum Certified**
  - Cedar Rapids Library
- **LEED Gold Certified**
  - Williamsburg Public Library
- **LEED Silver Certified**
  - Woodneath Public Library
  - Carnegie Stout Public Library
- LEED Certified
  - Washington Free Public Library

Sapp Design Architects / Full Listing of Library Experience

Brentwood Public Library
Springfield- Greene County Library
Feasibility Study

West Plains Library District
Master Plan
New Facility

Rolling Hills Consolidated Library District
Adaptive Re-Use
St. Joseph, Missouri

Republic Library Branch
Springfield-Greene County Library
Design Architect
Republic, Missouri

Willard Library Branch
Springfield-Greene County Library
Willard, Missouri
Conceptual Design

Downtown Destination Library Branch
Springfield-Greene County Library
Springfield, Missouri

Mid-Town Carnegie Branch
Springfield-Greene County Library
Renovations
Springfield, Missouri

Texas County Community Library Center
New Facility (In Process)
Houston, Missouri

Trails Regional Library
Capital Improvements - Knob Noster, Mo
Odessa Branch - Feasibility Study &
Schematic Design
Warrensburg, Missouri

Midwest Genealogy Library Center
New 52,000 s.f. Facility "DESIGN AWARD"
Independence, Missouri

Mid-Continent Public Library
50,000 s.f. North Independence Branch
Facility
Adaptive Reuse
Independence, Missouri

Mid-Continent Public Library
Woodneath Branch Facility
35,000 s.f. Additions
Civil War Era House Renovation 3,000 s.f.
LEED SILVER
Lee's Summit, Missouri

The Library Center
Springfield-Greene County Library
"DESIGN AWARD" - City Landmark for
83,000 s.f. Renovation & Adaptive Re-Use

The Library Station
Springfield-Greene County Library
"DESIGN AWARD" - City Landmark for
35,000 s.f. Renovation & Adaptive Re-Use

Donald W. Reynolds Library
New 36,000 s.f. Main Facility
Mountain Home, Arkansas
"DESIGN AWARD"

Jefferson County Library District
New Main Facility
Arnold, Missouri

Jefferson County Library District
36,600 s.f. Northwest Branch
Adaptive Re-use
High Ridge, Missouri

Christian County Libraries (In Process)
New Main Facility - Ozark, Missouri
Two Branch Facilities - Clever & Sparta,
LEED Silver Projected

Morgan County Library District
New 12,000 s.f. Facility
Versailles, Missouri

Academic Libraries:

MSU Faurot Hall - Mountain Grove, MO
Olin Library Drury University
(prior experience)
Evangel University Library Studies
Nixa High School (Community)
Central High School
Mansfield High School
Willow Springs High School
Clever High School
Nixa Century Elementary
Nixa Inman Elementary
Nixa Helen Mathews Elementary
Nixa High Pointe Elementary
Nixa John Thomas Elementary
Nixa Summit Intermediate School
Willard East Elementary
Willard Central Elementary
Willard South Elementary
Willard Junior High Elementary
Waynesville East Elementary
Monett K-2 Elementary
Monett Intermediate School
Wilson's Creek 5 & 6 Center
Fair Grove Middle School
Mansfield Elementary

Presentation

Missouri Library Association Conference
Presenter: Jim Stufflebeam, AIA

2014: Library Journal Design Institute, St. Louis, MO
2011: Current Trends in Library Design
2010: Sustainable Design in Libraries
2008: Destination Libraries

Design Awards

Woodneath Library
Mid-Continent Library

Donald W. Reynolds Library
Baxter County Library District

The Library Center
Springfield-Greene County Library District

The Library Station
Springfield-Greene County Library District

Midwest Genealogy Center
Mid-Continent Public Library District

Publications

USA Today
The Midwest Genealogy Center

Library Journal
Year in Architecture
Woodneath Library Center

Route 66 Magazine
The Library Station

The Library Journal
The Library Station

Missouri Architect
The Library Center

American Library/Foundations of Knowledge
The Library Center

OPN Architects / Full Listing of Library Experience

Anamosa Public Library
New Main Facility
Anamosa Iowa

Ankeny Public Library
New Main Facility
Ankeny, Iowa

Baraboo Public Library
New Facility
Baraboo, Wisconsin

Belmond Public Library
Addition and Renovation
Belmond, Iowa

Bloomfield Public Library
Addition and Renovation
Bloomfield, Iowa

Carnegie-Stout Public Library
Historic Restoration
Dubuque, Iowa
LEED Silver EB

Cedar Rapids Public Library
New Main Facility
Cedar Rapids, Iowa
LEED Platinum

Cedar Rapids Ladd Library
Building Remodel
Cedar Rapids, Iowa

Clive Public Library
New Facility
Clive, Iowa

Dallas Center Public Library
New Facility
Dallas Center, Iowa

Des Moines Public Library
East Side Branch
Addition / Renovation
Des Moines, Iowa

Dunkerton Public Library
New Facility
Dunkerton, Iowa

Exira Public Library
Addition and Renovation
Exira, Iowa

Fort Madison Public Library
Addition / Renovation
Fort Madison, Iowa

James H. LaRue Library
Feasibility Study
Highlands Ranch, Colorado

Keokuk Public Library
Renovation
Keokuk, Iowa

LeClaire Public Library
Addition
LeClaire Iowa

Manchester Public Library
Addition / Renovation
Manchester, Iowa

Marengo Public Library
Historic Restoration
Marengo, Iowa

Moline Public Library
New Facility
Moline, Illinois

Monticello Public Library
New Facility
Monticello, Iowa

Oskaloosa Public Library
Addition / Renovation
Oskaloosa, Iowa

Philip S. Miller Public Library
Feasibility Study
Castle Rock, Colorado

Pleasant Hill Public Library
Addition / Renovation
Pleasant Hill, Iowa

Scranton Public Library
Addition / Renovation
Scranton, Iowa

Traer Public Library
Addition / Renovation
Traer, Iowa

Warsaw Public Library
New Facility
Warsaw, Illinois

Washington Public Library
New Facility
Washington, Iowa
LEED Silver

West Liberty Public Library
Addition / Renovation
West Liberty, Iowa

West Point Public Library
New Facility
West Point, Iowa

Williamsburg Public Library
New Main Facility
Williamsburg, Iowa
LEED Gold

Academic Libraries:

University of Iowa
Adler Journalism Library
Hardin Library
Writers' Workshop Addition
Iowa State University
Greenlee School of Journalism Library
Kirkwood Community College
Benton Hall Library
University of Northern Iowa
Rod Library
Grinnell College Master Plan
Library Feasibility Study/Assessment

Presentation

"Bringing Older Buildings into a New Age-or
Building Anew" Panel Discussion
Library Journal Design Institute, St. Louis, MO
Presenter: Bradd Brown

Design Challenge: Exploring Co-Location
Library Journal Design Institute, St. Louis, MO
Presenter: Bradd Brown and Mindy Sorg

"Designing Your Library for Interactivity"
Library Journal Webinar, November 2013
Presenter: Bradd Brown

Next Generation Libraries
Library Journal Design Institute, Salt Lake City, UT
Presenter: Bradd Brown and Mindy Sorg

Next Generation Libraries
Wisconsin Library Association
Presenter : Bradd Brown and Mindy Sorg

Commons x 3
Academic, Public, and School Library Commons
Library Journal Webinar, November 2014
Presenter : Bradd Brown

Design Awards

Cedar Rapids Public Library
2014 AIA Central States Award
2014 Interior Design Honorable Mention
American Library Association and the
International Interior Design Association
2014 "Design is...Award" - Shaw Contract Group
2014 "Best Curb Appeal" Honorable Mention
GALE "Libraries Are Beautiful" Photo Contest
2014 Merit Award, Illuminating Engineering Society
First Place
2014 ASHRAE Technology Award (Midwest Region)

Carnegie Stout Public Library
2011 Merit Award - AIA - Iowa Chapter
2011 Silver Award - IIDA - Great Plains Chapter

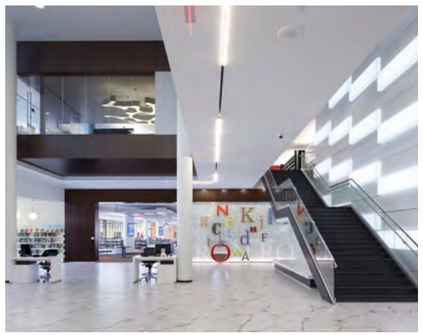
Publications

The Library Journal
Carnegie Stout/2011
Cedar Rapids Ladd Library/2013
Cedar Rapids Public Library/2014
Cover Feature
Interiors & Sources/December 2013
Cedar Rapids Public Library
Cover Feature
IA Architect/Spring 2014
Cedar Rapids Public Library
Cover Feature
Contract Magazine/2014
Cedar Rapids Public Library



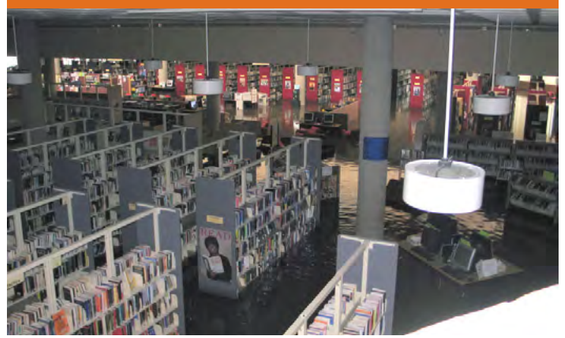








2008 Flood



Cedar Rapids Public Library

Rising from the Waters

In June 2008, a destructive flood swept through Cedar Rapids. Hundreds of homes and businesses were lost including some of the city's most prominent public structures such as the United States Courthouse, City Hall and the 25-year-old Public Library. The loss of the library was particularly devastating. Everything on the first floor of the 85,000 square foot facility was lost to the flood, including the entire adult and youth collections, public access computers, computer labs, and a state-of-the-art check-out system. Approximately 200,000 items in the collection were ruined. In addition, thousands of furniture items and pieces of electronic equipment were destroyed.

OPN Architects quickly stepped in and volunteered to assist by helping design temporary library spaces downtown and in a shopping center on the west side of the city. Meanwhile the community coalesced around the need to rebuild the public library. A dedicated team of community volunteers and the Library Board of Trustees kicked off a campaign to re-envision how the library should function and to find a new home for this important public resource.

After assessing the building structure, mechanical systems, and future flood risk, the Federal Emergency Management Agency (FEMA) recommended construction of a new library. Library and City leadership identified a potential site a few blocks from the existing library as the preferred location for a new building. The block was occupied by TrueNorth, a privately held insurance and financial services company. In a radical move, TrueNorth agreed to relocate into the old library building, allowing the library to be built in the desired location. The move was an imaginative way of reusing the existing library structure while paving the way for the new library to be better situated in order to serve the public.

Firm:	OPN Architects
Project Type:	New Construction
Completed:	2013
Square Footage:	94,000
Sustainability	LEED Platinum
Location:	Cedar Rapids, IA
Awards:	2014 AIA Central States Award 2014 Interior Design Honorable Mention American Library Association and the International Interior Design Association 2014 Design is...Award - Shaw Contract Group 2014 "Best Curb Appeal" Honorable Mention GALE "Libraries Are Beautiful" Photo Contest 2014 Merit Award, Illuminating Engineering Society First Place, 2014 ASHRAE Technology Award (Midwest Region)
Publications:	The Library Journal Interiors & Sources IA Architect Contract Magazine
Client:	Bob Pasicznyuk Former Library Director (319) 398-5123

Cedar Rapids Public Library





The Right Site

The new site for the new library fronts Greene Square, a park within the urban core. Book ending the Cedar Rapids Museum of Art, this library completes a larger urban dialogue and civic oriented zone. The building not only completes the urban edge fronting the park, but also steps back to create a large urban plaza, an extension of the public space of the park and street. As the entire building aims to reveal inner functions to the public, it also offers patrons and building users unprecedented views to the urban and park settings beyond, connecting them to civic art, public gathering spaces, and programmed events.

The new 95,000-square foot library is designed to be a vibrant, multipurpose destination and a space for the community to mix and collaborate. The design of the new library was driven by the desire to embrace openness, transparency and foster public engagement with and within the space. With those principles in mind, the team looked for innovative ways to present vistas and views throughout the structure while visually connecting the streetscape with the functions occurring within the building.

Design Solution

The design of the new library was guided by three primary ideas:

1) Establish the library as the dynamic center of the city's urban core.

2) Embrace the transformational shifts of 21st Century technology.

3) Minimize the building's environmental impact and long-term operational costs.

From the exterior, the activity of the library is prominently on display through large expanses of floor-to-ceiling glass that wrap around the building on the first and second floor, visually connecting patrons and pedestrians. A 200-seat auditorium situated on the second and third levels looks outward toward Greene Square. The auditorium stage is set against a wall of glass allowing for the changing seasons and cityscape to serve as a living backdrop. As darkness falls, the undulating "skin" surrounding the auditorium begins to glow as 60 eight-foot-by-one-foot light panels brighten the façade. This language of light is carried inside the building with a dramatic monumental stair featuring illuminated panels that respond to building users as they walk up and down the stairs. The stairs and light wall are visible from the exterior, functioning as a kinetic sculpture and vividly telegraph the activity within the library to the street.

On the interior, the design maximizes flexibility and leverages new mobile and RFID technologies to meet the rapidly-changing needs of the 21st Century library. In the words of the library director,

"The new library needs to function more like an Apple Store and less like the DMV."

Guided by that statement, gone are the dense book stacks, the traditional circulation desk and the security systems at the door. In their place are lower-height shelves that preserve views across the building and welcoming staff kiosks strategically placed throughout the collection space.

Upon entry, patrons step into a large central atrium dubbed the Service Core. The Service Core brings together all of the core patron services in a hub and spoke system, allowing users to orient themselves in the building as well as gather to meet. The spaces and mixing of circulation paths is most clearly expressed within this zone. It is defined architecturally by the rake of the auditorium as it vaults over the first floor Adult Fiction collections and second floor "bridge" links within the Service Core. The zone was designed with clear sight lines and open vertical circulation to allow users to readily navigate their way to various destinations.

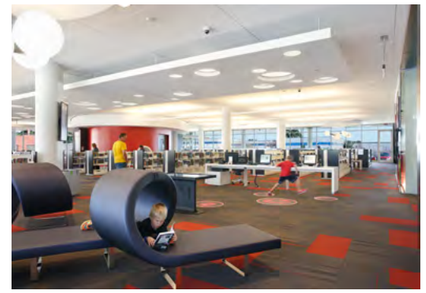
A café and coffee shop is nestled in the core, enticing visitors to gather, linger and engage with each other. Radiating from the Service Core are the Children's, Young Adult and Adult Fiction areas. The second floor consists of the Adult Non-Fiction collections, a large dividable conference space, and staff and administrative offices. The third floor consists of a break-out lobby for the Auditorium and public access to the building's green roof.

A Sustainable Solution

The new library represents a tremendous investment of resources. It was essential that the design be flexible to accommodate the future needs of the community. One method of "future proofing" was the integration of raised access floors as part of the design. These raised floors will allow for the distribution of power, data, and low velocity supply air permitting the collection spaces to evolve over time. The collection spaces were intentionally designed to be very open; they incorporate few walls and a clear span between the columns to allow for the full utilization of the available square footage. Dedicated mechanical spaces and "core functions" are located on the west side of the site in an area that fronts a rail line and parking garage. The southern portion of the site is surface parking, which could be utilized as space for future expansion. In addition to the green roof, the building has achieved LEED Platinum status. Energy and cost-saving features were integrated into the building design, and the roof itself will offer conservation-based educational opportunities for visitors.





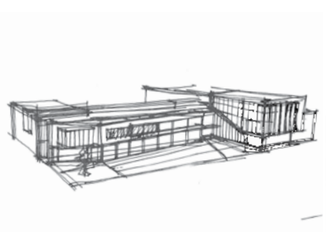


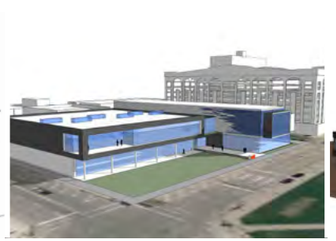




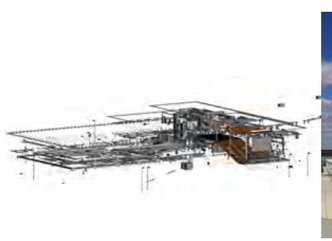
Since the grand opening of the Cedar Rapids Public Library in August 2013, the community has truly embraced the new facility. To date:

- 1,357,864 items loaned
- 100,000+ volunteer hours completed
- 270+ story times
- 14 weddings





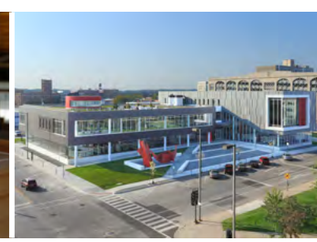














Moline Public Library

Completed in 2006, the Moline Public Library is a two-story building with an arrangement of the active collection areas, primarily the popular materials and children's collection, on the ground floor. The general adult collection, consisting of the reference, periodical, non-fiction, and fiction collections, is located on the upper floor. The design concentrates the enclosed staff areas, conference space, and mechanical / storage areas on the east side of the facility.

A large expanse of fenestration creates transparency and opens the collection spaces to passing motorists to serve as a beacon and highlights the library and what it offers. The two-story library was constructed of brick with stone accents and a variety of window openings. The size and scale of the window openings responded to the interior layout of the facility. A primary goal was to create a variety of experiences within the library so that each patron could find their "favorite spot."

A copper-clad entry form houses a coffee shop and public meeting areas. The facility was designed so that these areas were accessible during non-library hours. The City of Moline now has a library that truly lives up to it's vision: Treasured Past, Vibrant Future.









Firm:	OPN Architects
Project Type:	New Construction
Completed:	2006
Square Footage:	72,710
Location:	Moline, IL
Client:	Robert Hafeman Library Director Moline Public Library rhafeman@molinelibrary.org (309) 524-2442











Woodneath Library Center

Mid-Continent Public Libraries

The Woodneath Branch Library is the newest addition to the Mid-Continent Library District's collection of library facilities that cover the surrounding metropolitan areas of Kansas City, spanning three counties.

The new 35,000 square foot "destination" library will partially encompass the existing historic Elbridge Arnold "Woodneath" Homestead located at 8900 NE Flintlock Road in Kansas City, Clay County, Missouri. The original homestead, which is currently situated on a 33 acre site, was constructed circa 1855-1856 and is recorded with the local and federal historic registers.

The new library includes many amenities such as public meeting areas, an automated collection sorting system, a drive thru window, considerable computer resources, private study areas, and an area dedicated to food service. The collection areas are divided into spaces that serve appropriate age groups, with the individual areas separated by seating and reading areas. The children's library is themed in an agricultural setting to pay homage to the rich history of the homestead's past. This new facility is constructed using high efficiency mechanical and lighting systems, along with a high performance building envelope, and achieved a LEED Silver Certification.

Firm:	Sapp Design Associates Architects
Project Type:	New Construction and Historical Renovation
Completed:	2013
Square Footage:	35,000
Sustainability	LEED Silver Certified
Location:	Kansas City, MO
Awards:	AIA Springfield Design Award
Publications;	The Library Journal *History Lovers, with a Modern Twist*
Client:	Steven V. Potter Library Director & CEO Mid-Continent Public Library spotter@mymcpl.org



Midwest Genealogy Center

Mid-Continent Public Libraries

A two-story, 52,000+ square foot Genealogy Center rests on a heavily wooded site adjacent to the Great Western Railway. The research library is designed to serve a day-long destination with a collegiate feel, featuring large bay windows and interior accents with a traditional design.

The goal of Mid-Continent Public Library's Midwest Genealogy Center was to provide a fitting and appropriate facility to house the library's nationally recognized, world-class collection. It also has a snack area, expanded research facilities, locker space and private meeting areas. Office areas for private consultations and instruction are also included.

The Midwest Genealogy Center is the largest free-standing public Genealogy Center in the United States providing the nations most resources for family history!





Firm:	Sapp Design Associates Architects
Project Type:	New Construction
Completed:	2008
Square Footage:	52,000 Phase I 25,000 Phase II Master Plan
Location:	Independence, Mo
Awards:	AIA Springfield | Professional Recognition Special Honor Award
Client:	Steven V. Potter Library Director & CEO Mid-Continent Public Library spotter@mymcpl.org



Donald W. Reynolds

Baxter County Public Library

Due to growth in the area, the Baxter County Public Library Foundation decided it was time to expand into a new facility. For three years, Baxter County Public Library worked through a deliberative planning process for a new library. These efforts were rewarded when the Donald W. Reynolds Foundation awarded a grant of $9.8 million to build, furnish, and equip a 35,500 square foot two-story library in Mountain Home, Arkansas.

With a modern, user-friendly facility, the Donald W. Reynolds library has more than doubled the number of books, and anticipates a 50 to 100 percent increase in patron visits.

The expansion allows space for their book collection to grow along with the county population; provides a dedicated children's library, a teen library, and reading areas; and provides access to more than 35 computers. In addition, plans include a coffee shop, larger well-equipped community meeting rooms, and a special genealogy section. Space was also planned for the Twin Lakes Literacy Council, the Friends of the Library, and the Library Foundation office.

Sustainable design practices have been used to increase the building's energy efficiency, and a ground source geothermal mechanical system will reduce energy consumption for long-term operation.







Firm:	Sapp Design Associates Architects
Project Type:	New Construction
Completed:	2010
Square Footage:	35,000
Sustainability	Green Elements | Geothermal HVAC
Location:	Mountain Home, Ar
Awards:	AIA Springfield Design Award
Client:	Gwen Khayat Library Director gwen.k@baxlib.org 870-580-0987×2980 SDA Architects

Dynamic Process

Our teams library reputation has been built on a process that includes significant participations of the library leadership, patrons, and community leaders thought on-site charettes, public forums and well-designed communication materials. The results are library designs that are unique and specific to the needs of the community, that are efficient to operate, and beautiful in their design. We won't approach a project with a preconceived notion on style or aesthetic. Our designs are a reflection of the context, climate and client's goals and objectives.

"Someone's sitting in the shade today because someone planted a tree a long time ago"

- Warren Buffet

01



INITIAL PROCESS-PLANNING SESSIONS

Initial sessions with all the various parties and players will be conducted and facilitated by **SDA/OPN**, in concert with the **Project Manager**, to identify and establish the specific **Process, Schedule, and Budget** parameters.

Identify and establish specific members of a Planning Team.

Establish the Protocols, **Contacts, Review Process, and Authority** for Decisions, etc.

Identify any **milestones** for review by City government, EDA, and other stakeholders, and for visioning sessions, community forums, types of review, format, arrangements, etc.

Review of the requirements and procedures for compliance **with the EDA.**

SDA/OPN would **Recommend**, and will Lead and Facilitate, the following additional key steps in the **ALIGNMENT PHASE**.

02



BUDGET AND SCHEDULE:

Early in the Process, the Schedule and Budget parameters and milestones must be established, reviewed, and approved by all the various Owner Stakeholders.

Budget and Schedule must be **continually monitored**, updated, developed, and adjusted as may be necessary.

Budget and Schedule will be part of every Meeting Agenda.

SDA/OPN will employ in-house expertise for budget control and **cost estimating**, as well as independent estimating consultants and key milestones throughout the process.

03



VISIONING WORKSHOPS

(see page **40** for expanded discussion.)

SDA/OPN recommend conducting in-depth **Visioning Workshops** with various and multiple Stakeholders for brain-storming sessions and goal-setting sessions, prior to any planning or development of a facility program and concept studies.

SDA/OPN proposes to bring together some of the most innovative Library Directors and Planners from around the country to participate in a two-day workshop. We have made contact and discussed this approach with the listed Library Planners and Advisers. They all have agreed to serve on this panel and believe it would serve as a tremendous platform for exploring the future of Public Libraries in our rapidly changing society.

The focus and format will include guidelines and ideas in the **ALA's "PLA Strategic Plan"** guidelines, as adopted by the American Library Association, June 2014.

These sessions will lay the foundation for ensuring that a new Library will truly respond to and meet the needs of the Joplin community, now and through the rest of this Century.

Follow-up Sessions would occur as necessary.

04



DEMOGRAPHICS

SDA/OPN would recommend a **demographic study** be conducted to provide critical information as to current and future patron demographics and user types, so that projections can be made for the collection types and sizes, specialty collections types, programs, services, circulation projections, possible satellite locations, etc.

SDA/ OPN will facilitate a **"Persona" Workshop,** where together we would describe the various "Customers" of the Library and define their individual expectations of the Library Facility and Services.

This information may be obtained (or a study be conducted) before, during, or after the Visioning Workshops above, but must be obtained **prior** to conducting a relevant Strategic Plan or Programming process.

05



STRATEGIC PLANNING

It is recommended that a **Library Service Strategic Plan** with a **three-to five -year-outlook** be conducted, based on directions and information from the Visioning Sessions and Demographic Study.

The Strategic Planning process will follow the **ALA'S "PLA Strategic Plan"** (June 2014) guidelines and recommendations.

This will allow the Library to anticipate potential growth areas, reductions, and/or changes in services, changes in collections and circulation, as well as potential changes in Library technology systems.

A Library Planning Consultant **would be involved in this process. SDA/OPN would assist with vetting and selection of this special Consultant, from one of those indicated herein, or others (and would likely be one of the participants in the Visioning Workshops described above), as may best fit the goals and directions established by the Visioning process.**

06



PARAMETERS AND PROGRAMMING

Armed with information from the four previous steps, the Planning Team can now establish the key parameters, directions, criteria, and constraints for the Design Process, such as desired quantity, spacing and maximum heights of shelving; types of amenities, service and functions; types of technology; etc.

This process can include interviews of various staff positions.

The Planning Team can now assess the potential **Space Needs** of a new library by calculating the occupancy and area needed for each function.

"Strategic planning is worthless - unless there is first a strategic vision."

- John Naisbitt

07



SITE PLANNING

Preliminary **site studies** can begin immediately after the Visioning Workshops and can continue concurrent with the other steps above, but must then integrate with Concept Design.

These Studies can test and explore options and limitations for:

- Access into the site, connections to the adjacent LifeStyle Center development, positioning of a potential Library Building, one story and two story footprint options, potential parking layouts and counts, etc.
- Potential locations for amphitheater, drive up window, Trolley access, etc.
- Technical issues such as setbacks, traffic dimensions, utilities, storm drainage, zoning requirements, etc.

These Preliminary Site Studies can foster discussions and collaboration with the Master Developer, Public Works, Civil Engineers, and concurrent with the Library.

These Studies will establish **the Site Influences and Exterior Forces** that will need to be addressed in concert with the Interior Planning.

Analysis of potential **cost and time** implications.

08



CONCEPT DESIGN AND MASTER PLANNING

Concurrent with Programming and Site Planning, the Architectural Team can begin studies of potential building diagrams and configurations to explore and test options for meeting the **Goals, Design Parameters, Image, and Space Needs.**

Image and Identity Charrette: SDA/OPN recommend a workshop with various stakeholders to discuss, test, and browse various **Architectural Styles**, to find the right fit, the right identity and message, for the Joplin Community. This step can also be included earlier in the Visioning process, if desired.

Stakeholders will **participate** in the generation of multiple conceptual studies. A public **Design Charrette** can engage community members in the process, using various interactive tools, small groups, presentations, etc., which fosters involvement, understanding, buy-in, and great ideas.

Design Options will be reviewed with the full Planning Team, analyzed, and evaluated against the established Goals, Parameters, and Budget.

One or more options may be **selected for further development**, and/ or for further review via Stakeholder Workshops.

09



STAKEHOLDER REVIEW

SDA/OPN would recommend at least one **TownHall** type of forum or workshop with the Owner's Planning Team, and including other community leaders, and/or invited public, or general public sessions, as a means of reporting **progress**, as well as to receive **feedback** and additional **input and comment**.

Multiple Sessions are possible and can occur at other milestones prior to or after this session, as the Planning Team may determine.

Specific Requirements (Exhibit "B" of RFQ)

After step 9 and based upon CBC/City of Joplin's approved Program our team will move forward with the remaining phases of services as outlined in the R.F.Q.

We will comply and follow all necessary protocols as required by the EDA Federal Grant Requirements and the City of Joplin.

The Remaining Phased Services Are as Follows:

10 SD

11 DD

12 CD

Construction Estimating .....Periodic estimating will occur throughout the entire project as identified in step 2 in our Dynamic process and in the RFQ.

Federal Grant Requirements

Our Team has been involved in projects funded through EDA and will work hand-in-hand with the CBC Senior Project Manager to comply with all regulations and reporting.

We will maintain project specific files for all documents, books papers and records for a period of at least three years. Further more we agree to comply with all discrimination policies

Visioning Team

- **Task:** Facilitating multiple groups through visioning sessions
- **Goal:** Explore, Discuss, & Challenge the concepts

  What REALLY is a 21st Century Library?
  What is a Library for the Joplin Regional Community?
- **Result:** a new modern civic asset

SAPP DESIGN ARCHITECTS + OPN ARCHITECTS

Architects | Facilitators

LIBRARY PLANNERS

Great Minds Come Together

790 Libraries in over 45 States

CITY LEADERSHIP

- City Manager
- Mayor, and/or Council Representative
- Public Works Director
- Economic Development Director
- Recovery Coordinator
- CBC Project Manager
- Disaster Recovery Coordinator

LIBRARY LEADERSHIP

- Director, Jacque Gage
- Key Admin Staff
- Board Member(s)
- Library Staff

COMMUNITY STAKEHOLDERS

- JACOC
- Joplin Public School
- Missouri Southern State University
- CART
- Wallace Bajjali
- Neighboring Community Representatives
- Others?





Dick Waters
Principal Consultant
Godfreys Associates

Dick has extensive experience as a Librarian, and as a Planner and Consultant; a specialist in Strategic Planning of services, emerging technologies, focus groups, programming, and grantsmanship. His clients include major county and city libraries around the United States including: Dallas, Denver, Boston, San Diego, Broward Co. Florida, Oklahoma City, and many others.



Kay Runge,
Library Consulting

Kay was previously a library director in Davenport and Des Moines. Now she is a fulltime consultant. This company provides Programming, Strategic Planning, etc. She is very dynamic and involved in ALA/PLA, is well know, sought after, and well respected in the field.



George Lawson,
Library Planner:

George has completed close to 300 library needs assessments and program statements.



James LaRue
Library Planner

Jamie LaRue has appeared on NPR, been quoted and highlighted in Wall Street Journal, Forbes, and the Denver Post, and has hosted a local author interview TV program. A newspaper columnist for over two decades, he also wrote "The New Inquisition: Understanding and Managing Intellectual Freedom Challenges" (Libraries Unlimited, 2007).

Aaron Cohen Associates

Extensive resume of consulting, strategic planning, and programming since 1972, with a staff of experienced consultants in all types of Library venues and Media Centers. Clients include St. Louis, New Haven, Cambridge MA, Atlanta, New Bedford NH, Teton Co., Stanford Univ., and many others.

Himmel & Wilson

Consulting for 20 years, with more than 350 projects in nearly every state in the U.S., including St. Paul, Dallas, Houston, Anchorage, Washington DC, Boulder, San Jose, and many others.



Bob Pasicznyuk,
Library Director, Douglas County Libraries
(formerly Cedar Rapids Director.)

A dynamic and future-thinking leader in the Library community; he has spoken at many conferences, frequently consults, and has ability to lead others to think outside the box.



Annie Busch,
Former Director of Springfield-Greene Co. Library District:

Annie is well respected in mid-west Library circles; her resume is impressive and extensive in Library services. She is currently a School Board Member in Springfield, Mo., and frequently consults with other Libraries, and also as a consultant with Godfrey's Associates.



Steven Potter,
Director/CEO
Mid-Continent Public Library
(One of Largest Districts in US.)

Steve is co-Author of "The Purpose Driven Library" soon to be released. MCPL won the National Medal for Museum & Library Service under Steve's leadership. He is well respected in the field, and is a visionary and an "out- of-the-box" thinker.

SESSION 1: Open Forum

"No Boundaries" brainstorming session: What is the purpose of a Library? What should a library **be** and what should a Library **do** for Joplin? What are the **needs** of the community? what are the **opportunities**; now and in the **future**? What are **emerging** technologies and how will they change the **Library Purpose** and function?

SESSION 2: Establish Mission and Goals

Absorb and Evaluate info from the first session. Discuss and establish the Vision and Mission through key Goals and Objectives.

SAPP DESIGN ARCHITECTS + OPN ARCHITECTS

WORKING WITH FEDERAL MONEY

We know the protocol when it comes to working on projects funded and regulated by Federal, State, and local government sources. Stacks of documentation that must be executed timely, correctly, and appropriately filed is the name of the game. For 28+ years, we have stood beside our clients to assure that all regulatory compliance criteria has been met. In many cases, we take a leadership role processing the paperwork.

We Are Missouri's Leading Designer of FEMA Safe Rooms

Since 2006, Sapp Design Associates Architects has been working with the Federal Emergency Management Agency to secure grants and construct large Safe Rooms. These safe rooms provide near absolute protection during an EF-5 tornado while at the same time serving dual purposes. Furthermore, we are proud to have completed all on time and under budget.

No matter what you do with your safe room, our team has experienc in all facets of safe rooms, from the grants, the design, and the construction. We also have 100% first round project closeouts from FEMA, meaning that the project was done right the first time! We are proud to offer the following list of comprehensive services specific to FEMA-rated safe rooms:

- Preliminary FEMA Analysis
- Cost Estimates
- Notice of Interest Submittal
- Grant Writing
- Design
- Construction Administration
- Project Management

The addition of a safe room to your campus not only provides near absolute protection from an EF-5 tornado, but when planned correctly, can help fill many programmatic gaps by creating dual purpose spaces such as:

- Classrooms
- Community Rooms
- Gyms
- Cafeterias
- Libraries
- Performing Arts Centers

Many of these design types listed above have been made integral parts of many of our building designs to create an almost seamless transition from typical construction to safe room.



Federal Funded Project Experience

American Disability Act
- -Dallas County Courthouse
- -State of Missouri Region 5
- -Ozark County Courthouse
- -Missouri State University
- -First Savings and Loan - Several Locations

City Utilities of Springfield, Missouri
- -Indefinite Federal Delivery Contracts

Donald W. Reynolds Grant
- -New Library in Baxter County, Arkansas

Department of Conservation (Fuel for Schools)
- -Perry Co. 32 School District
- -Gainesville R-5 School District
- -Eminence R-1 School District

Economic Development Administration Grant
- -Detroit Tool of Lebanon
- -Several Missouri Schools

Osceola Housing Authority
- - Capital Improvements

United States Postal Service
Indefinite Delivery Contract
- -Gainesville, Missouri Post Office

Missouri National Guard -
- - Springfield AVCRAD Re-roof

Veteran's Administration
- -Mt. Vernon Rehabilitation Hospital - T.B. Wing

Department of Social Services - State of Missouri
- -New State Youth Center - Cabool, Missouri
- -New State Youth Center - New Madrid, Missouri
- -Wright County Children's Home - Norwood, Missouri

FEMA

Federal Emergency Management Agency

Tornado Safe Room Projects

Joplin Public Schools
Elementary | Classrooms
Elementary | Gym

Nixa Public Schools
High School | Wrestling Room
Junior High | Gymnasium
Elementary | Gym
Elementary | Gym

Carl Junctions Schools
(4) new Safe Rooms

Clever R-V School District
High School | Band Room
Elementary | Multi-Purpose

Fredericktown School District
Middle School | Gym

Monett R-I School District
High School | Performing Arts
Middle School | Multi-Purpose
Elementary | Gym

Neosho R-V School District
High School | Classrooms
Elementary | Multi-Purpose

Marion C. Early School District
FEMA 361 | Multi-Purpose

Sarcoxie R-II School District
High School | Field House
Elementary | Cafeteria Gym

City of Branson, Missouri
Community Center | Sport Gyms

City of Ozark, Missouri
Community Center | Storage

Willow Springs Schools
Multi-Purpose

Waynesville R-VI School District
Grant Only | Cafeteria Use

Ozarks Technical Community College
Classrooms

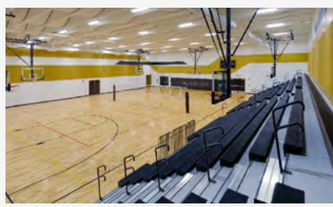
Phelps County Schools
Multi-Purpose

Iberia Schools
Multi-Purpose

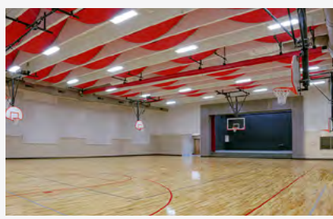












Great Projects Can't Happen Without **Great Clients!**

Public Library References

Mid-Continent Public Library
Steven V. Potter
Library Director & CEO
spotter@mymcpl.org
SDA Architects

Baxter County Library
Gwen Khayat
Library Director
gwen.k@baxlib.org
870-580-0987×2980
SDA Architects

Jefferson County Public Library
Pam Klipsch,
Library Director
636.677.8689
pklipsch@jeffcolib.org
SDA Architects

Cedar Rapids Public Library
Bob Pasicznyuk,
Former Library Director
(319) 432-4551
OPN Architects

Williamsburg Public Library
Loretta Hanson,
Library Director
(319) 668-1195
wpl.lkh@mchsi.com
OPN Architects

Carnegie-Stout Public Library
Diana Guns, Library
Foundation Director
(563) 589-2000
OPN Architects

Moline Public Library
Lee Ann Fisher,
Library Director
(309) 524-2442
lfisher@molinelibrary.org
OPN Architects

Washington Free Public Library
Debbie Stanton,
Library Director,
(319) 653-2726
OPN Architects

Oskalossa Public Library
Nancy Simpson,
Former Library Director
(641) 673-4485
OPN Architects

Area Municipal Clients

Steve Lawver
City Administrator
City of Carl Junction
cjctyadm@carljuction.org
417-649-7237
SDA Architects

Brian Bingle,
City Administrator
City of Nixa
417.725.3785
SDA Architects

Joplin Area Clients

Joplin Public Schools
Dr. C.J. Huff, Superintendent
Joplin, Missouri
chuff@joplin.k12.mo.us
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SDA Architects

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SDA Architects

Kurt Higgins
Allgeier, Martin and Associates, Inc
Vice President
(417) 680.7200
kurt.higgins@amce.com
SDA Architects

CEDAR RAPIDS PUBLIC Library

WORDS OF RECOMMENDATION

In the past 5 years at Cedar Rapids, it was the worst of times and the best of times. The literary analogy aside, the only asset on hand was opportunity. The library had suffered a significant loss with restoration focusing on the library B's—buildings, books, bodies, bucks, and bytes. After a regional natural disaster, the library was without its primary facility, nearly all its collection, close to half of the staff through layoffs, and most of its technology tools. The tempting, necessary, and wrongheaded notion was to focus on merely replacing what was lost.

Building or renovating a library facility is the opportunity of a lifetime. More importantly, it is a chance to transform library service and community support. The process is challenging involving risk and a wide range of stakeholders – staff, donors, policy-makers, friends and foes. Budgets and tradition conspire to drive projects away from something worthy of wow and toward the slavishly utilitarian. Technology advance leaves perpetual change as the only constant. You wonder if the project you are working today is flexible enough to meet the demands of tomorrow. Customer expectations have never been higher, and competition for fund-raising dollars is intense.

OPN was there for me every step of the way through two simultaneous building projects – a 21,000 square foot full branch renovation and a new 94,000 square foot primary library facility. OPN's political acumen was critical at forging consensus and approval when working with our City Council and Library Board. OPN's skilled communicators supported the library at community forums, political meetings, and fund-raising events.

OPN's passion for design excellence resulted in facilities that are a game-changer in terms of library service excellence. OPN neither pursued its own design agenda nor dutifully followed our written program and directives. Instead, OPN engaged our library in a meaningful dialog about our hopes and dreams to build a shared design vision. That design vision had some very practical elements including sustainable facilities that are up to a slim facilities maintenance budget, and the ability to operate our facilities well with limited staffing. OPN crafted spaces that checked all the practical boxes while designing experiences that raised the bar on what a library can be. For us, that meant a performance auditorium, open and flexible spaces, and outdoor learning environments. OPN's skill enabled us to achieve a very high-end, durable design while staying millions under our capital budget.

A common question at the end of large projects is what you would have done differently. Hind-sight is, of course, 20/20. One decision that I 'd make again in a heart-beat is to work with OPN Architects. The process was effective, the team-work stellar, and the outcome amazing.

Sincerely,
Robert Pasicznyuk, Former Director



Disclosures

Sapp Design Associates and OPN Architects have not been involved in any Library pre-development activities with the city retained master developer Wallace Bajjali Development Partners.

Sapp Design Associates has assisted Wallace Bajjali on the development of two other proposed projects. One was for a new medical school for KCUMB. The proposal was presented in 2013 which has never transpired and has been completely abandoned.

Another proposed project was for a new science museum to be located on the Mercy Hospital site. This project has also not matured and is abandoned.

Pending Claims

Neither Sapp Design Associates nor OPN Architects have any pending or ongoing Claims.



Joplin Science & Discovery Center | Concept Design

Joplin Proud!

Sapp Design Associates Architects is proud to have worked in Joplin, both pre-tornado and during the recovery efforts, which included the 65 day rebuild of the Franklin Technology Center. We have worked with local businesses, the City of Joplin Public Schools, and Area Colleges to complete some really amazing projects all brought in on time and on budget. Our team has also been proud to work with Joplin C.A.R.T. and the City of Joplin's Master Developer, Wallace Bajjali, to create project visions for the community.

KCUMB Medical | Concept Design | 2013/2014

Firm:	Sapp Design Associates Architects
Project Type:	Proposed New Medical School
Square Footage:	435,000 Building/Garage
Location:	Joplin, MO
Client:	Master Developer; See Disclosure Statement in Section 6.



Joplin Science & Discovery Center | Concept Design | 2013/2014

Firm:	Sapp Design Associates Architects
Project Type:	Proposed New Science Center
Square Footage:	55,0000
Location:	Joplin, MO
Client:	Master Developer; See Disclosure Statement in Section 6.



MSSU Field House | Under Construction | 2014

Firm:	Sapp Design Associates Architects
Project Type:	New Construction
Square Footage:	45,000
Location:	Joplin, MO
Client:	Missouri Southern State University



Joplin Fire Station #4 | Completed | 2013

Firm:	Sapp Design Associates Architects
Project Type:	New Construction
Square Footage:	7,000
Location:	Joplin, MO
Client:	City of Joplin



Irving Elementary School | Completed | 2014

Firm:	Sapp Design Associates Architects
Project Type:	New K-4 School
Square Footage:	87,000
Location:	Joplin, MO
Client:	Joplin Public Schools



Allgeier, Martin and Associates, Inc | Completed | 2012

Firm:	Sapp Design Associates Architects
Project Type:	Corporate Engineers Office
Square Footage:	35,000
Location:	Joplin, MO
Client:	Allgeier, Martin and Associates, Inc



SAPP DESIGN ARCHITECTS + OPN ARCHITECTS

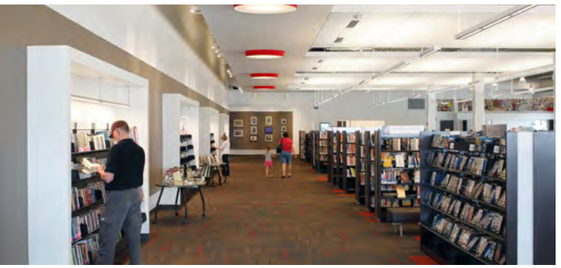
























SAPP DESIGN ARCHITECTS + OPN ARCHITECTS



Sapp Design Associates Architects

3750 S. Fremont, Springfield Missouri, 65804

Phone: +1417-877-9600

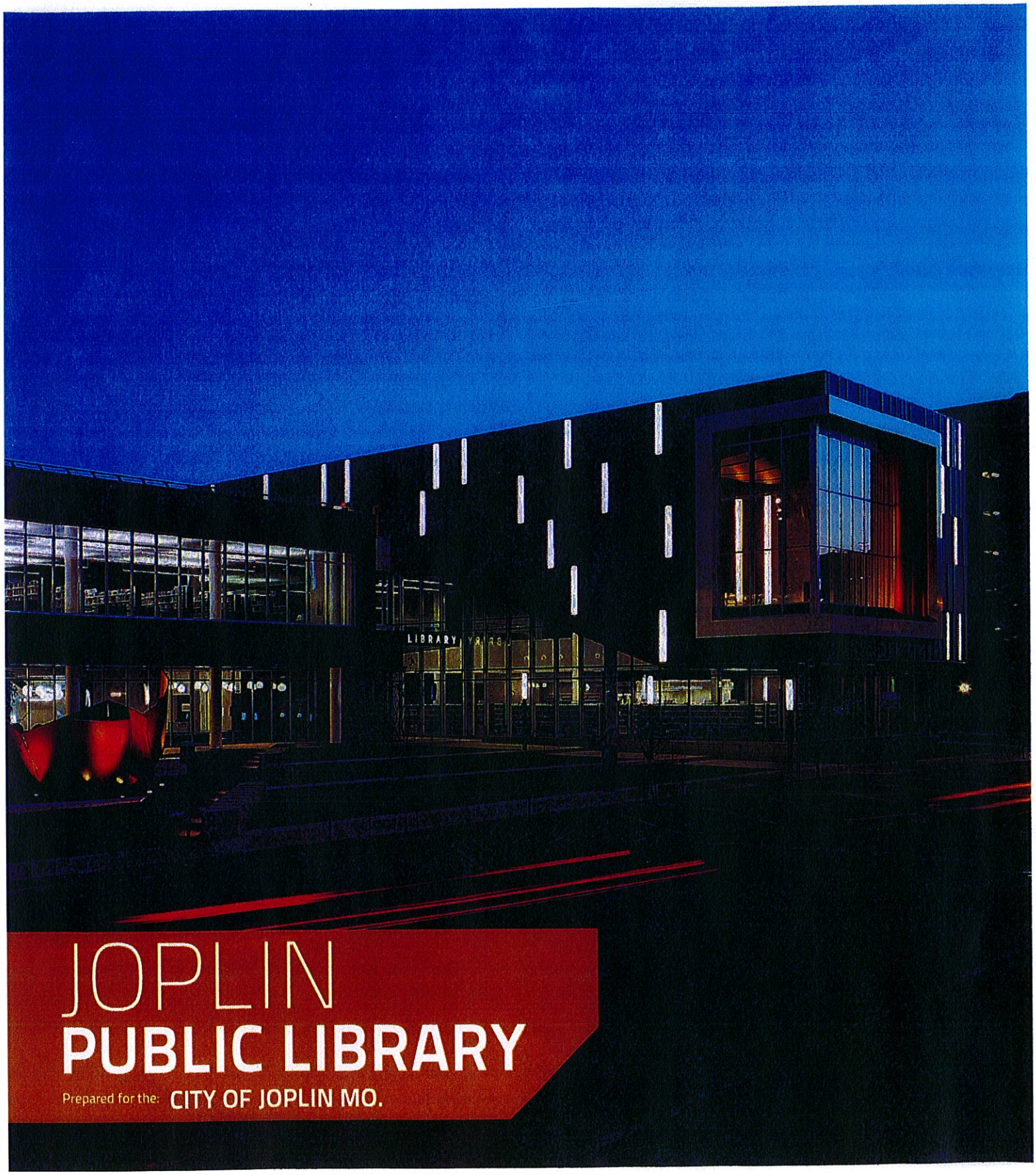
Fax: +1417-977-9696

Email: info@sdaarchitects.com

EXHIBIT C

SAPP DESIGN ARCHITECTS + OPN ARCHITECTS

Proposal Documents



JOPLIN PUBLIC LIBRARY

Prepared for the: CITY OF JOPLIN MO.

Joplin Public Library – Fee Proposal

A. Proposal Information

Bidder Name: Sapp Design Associates Architects P.C.

Signed By: _____ Dated: 1.6.2015

Michael J. Sapp, President

B. Proposal Breakdown

BASE PROPOSAL DETAIL

Design Phase	Proposal Amount Cost	Percent of Total Proposal	Proposal Hours
Preliminary Planning	$ 9,000.00	1.0%	
Strategic Plan	$ 49,500.00	5.3%	
Visioning/Com. Meetings	$ 18,000.00	1.9%	
Schematic	$ 75,000.00	8.0%	
Design Development	$ 110,000.00	11.8%	
Contract Documents	$ 335,000.00	35.8%	
Contract Administration	$ 185,000.00	19.8%	
Construction Estimating	$ 20,000.00	2.1%	
Audio Visual Design	$ 5,000.00	0.5%	
IT Design	$ 21,000.00	2.2%	
FF&E design	$ 99,000.00	10.6%	
Post Construction	$ 9,000.00	1.0%	
Total Fee Proposal	$ 935,500.00	100%	

ESTIMATED COST OF REIMBURSABLES – travel, printing, courier services, etc.

Reimbursable Expenses (List and estimate typical expense items included)	Amount	Percentage of Total Expenses
Architectural	$ 41,000.00	69%
Engineering	$ 11,300.00	19%
Strategic Plan	$ 7,200.00	12%
Reimbursable Expense Estimate	$ 59,500.00	100%

ADDITIONAL SERVICES DETAIL

Additional Services (List any additional services, if any, that your firm would propose)	Proposed Amount	Remarks
	$	
	$	
Additional Services	$	

STANDARD TERMS AND CONDITIONS

Sapp Design Associates Architects, P.C. (The Firm) *shall perform the professional services outlined in this agreement for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.*

Access to Site: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: A ***Fixed*** fee, if stated, shall constitute the total compensation due.
A ***Percentage*** fee, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the Firm.
An ***Estimated*** fee, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.
A ***Not-To-Exceed*** fee, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.
An ***Hourly*** fee, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

Hourly Rates: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

Hourly Rate Structure, Fiscal Year 2015 (rates subject to adjustments on Annual Basis)

Project Administrator	$185.00 per hour	Library Planner	$117.00 per hour
Senior Project Manager	$170.00 per hour	Senior Interior Designer	$ 90.00 per hour
Junior Project Manager	$140.00 per hour	Interior Designer	$ 65.00 per hour
Project Architect	$130.00 per hour	Cadd Technician	$ 80.00 per hour
Architect III	$120.00 per hour	Administrative Assistant	$ 65.00 per hour
Architect II	$100.00 per hour	Clerical Support	$ 48.00 per hour
Architect I	$ 90.00 per hour	Architectural Student	$ 40.00 per hour

Reimbursable Expenses: The Client shall reimburse the Firm for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, long distance communication, and other miscellaneous expenses. Expenses will be billed at a multiple of 1.2 times the direct cost to the firm to cover administrative and coordination cost.

Billing/Payments: Statements for the Firm's services shall be submitted on a monthly basis. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.

Late Payments: Accounts unpaid 45 days after the statement date shall be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate) or legal prevailing rate. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts they may be liable.

Project Responsibilities: Neither the professional activities of the Firm nor the presence of the employees at a construction site, shall relieve any Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Client agrees his Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor.

Termination of Services: This Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

STRATEGIC PLANNING – JOPLIN PUBLIC LIBRARY, JOPLIN, MO

Task 1 - Background Data and Information Review

Before we ever come on-site we request, receive, and analyze three to five years of background data -- usage, budgets, staff rosters (current), plus current collection holdings by format and age cohort. We will also review collection development, policies and procedures, and all other facets of library operations and request any other studies or reports that the client believes we should be aware of and familiar with. We will prepare a Summary Report as **Deliverable #1**.

Completed – End of Week 1.

Task 2 - Demographic and Population Analysis

It is important, critically so, to know what the future service area population will be in terms of their demographic characteristics and the number of persons to be served. We will gather information from a variety of sources – City of Joplin Planning, Zoning, & Development Division of the Public Works Dept., Joplin Schools, Jasper County GIS, State of Missouri population estimates, US Census Quick Facts, and a market research firm we have worked with for the past 20 years, Decision Where, Inc. We will prepare an analysis of the demographics and population projections looking forward in five-year increments to the year 2035 as **Deliverable #2.**

Completed – End of Week 1.

Task 3 - Three Surveys

We will prepare an in-library paper survey to be available to those who visit the Library and an online survey to be mounted on the Library' website. Both surveys should be made available for a three week period – ideally starting on a Monday and concluding on the third Sunday after the Monday start. The completed in-library paper surveys would be sent to the consultant in three weekly batches for tabulation and analysis. The web survey, utilizing Survey Monkey, will "automatically" tabulated. Results of both surveys will constitute **Deliverable #s 3 and 4**. The third survey will be a telephone survey of non-users. This will be accomplished as follows:

1) Obtain a list of current holders of Joplin Public Library borrower card holders (telephone numbers only);
2) Using random digital dialing (RDD) dial numbers that are NOT on the card holder list;
3) Complete dialing until there are 400 completed responses, thus gaining a 95 percent confidence interval with a + or – factor of five percent. An estimated 20 – 25 percent of the completed calls will be mobile numbers. **Deliverable #5** will provide the results, containing both demographic information of the non-users as well as reasons why they are non-users (non-user defined as someone who has not used the JPL within the last 12 months).

Completed – End of Week 2.

Task 4 - Community and Staff Engagement

We believe it is also quite important for there to be a lot of community and staff engagement. For the community, we propose 6 - 8 focus group discussions, 10 - 15 one-on-one interviews with key stakeholders, and one general community meeting. The reason for the latter is that the focus groups and stakeholder interviews are typically with selected participants whereas the community meeting will be open to any and all who wish.

As part of the community engagement meetings and discussions we will also ask the participants to fill out the "I Want My Library To ..." survey form which consists of 17 services that a library may provide (at least some of the 17). This is a priority setting exercise. These will be tabulated and reported as **Deliverable #6.** Key stakeholders will not be included in this phase of our work.

We also meet with the Library Board. They will also be asked to participate in the "I Want ..." exercise.

For Library staff we propose two or three staff focus groups plus one-on-one interviews with key staff, including the director of the Post Memorial Art Reference Library. We ask that the staff also complete the "I Want ..." survey.

Deliverable #7 will be a summary of the focus groups, stakeholder interviews, and community meeting.

Completed – End of Week 3

STRATEGIC PLANNING – JOPLIN PUBLIC LIBRARY, JOPLIN, MO

Task 5 - Information Technology Assessment

In today's world – and assuredly tomorrow's – technology is so very, very important. For public libraries it is critical. Yes, the library book will remain a staple although ebooks will be present. Hard copy media will slowly disappear as downloading and streaming increases for everyone. For this strategic plan we will observe and inquire about your IT and your IT plan, meet with the Library and City IT personnel, converse with your customers, and provide recommendations for going forward with the strongest possible information technology backbone and system. We will issue an IT report as **Deliverable #8**.

Completed – End of Week 4.

Task 6 - Draft of Strategic Plan

Based on all of our work completed through Tasks 1 – 5 we shall prepare a draft of the Joplin Public Library Strategic Plan. The draft will set out the goals and objectives on a year-by-year basis for the next five years – FY16 – FY20 – with the new library facility taken into consideration as a new, larger, and exciting new facility will certainly have an impact on services and service delivery. The draft Plan will be **Deliverable #9**.

Completed – End of Week 5.

Task 7 - Review of Strategic Plan

We will return to Joplin for a thorough review of the Strategic Plan Draft with the Planning Committee, Library Board, and Staff. A part of the review will development of a working set of Measureable Objectives so that the Plan, once finalized, can be measured re the achievement of the goals and objectives. We anticipate a full-day review.

Completed – Mid-Week 6.

Task 8 - Finalize the Strategic Plan

Following the review we will make all necessary changes and adjustments and prepare the final document - **Deliverable #10**.

Completed – End of Week 6.

LIBRARY RESPONSIBILITIES

What responsibilities will the JPL staff have (for Strategic Plan and Building Program):

1. Designate one person to be the JPL point person throughout the project so the lines of communication are clear.
2. Form the Planning Committee and arrange for meetings as part of each site visit.
3. Make staff available for interviews and focus groups.
4. Make the In-Library Survey available and collect the responses and send them to us; we will tabulate.
5. Mount the online survey on your website.
6. Review our draft reports in a timely manner and return comments, changes, etc. to us.

BUILDING PROGRAMMING – JOPLIN PUBLIC LIBRARY, JOPLIN, MO

As we gather information, facilitate community and staff input, meet with the Library Board and the Planning Committee, and observe customer use of the current JPL facility as part of the Strategic Planning work we will concurrently be forming our thoughts regarding the new JPL building. We will not miss the opportunity in our community and staff engagement work with you to begin the process of programming the new building.

Task 9 - Detailed Staff Interviews and Focus Groups Focusing on the New Building

Immediately following delivery of the Strategic Plan we will spend two-three days in meetings, interviews, and focus groups with Library Board, Planning Committee, and Staff exploring every aspect of a new facility. The exploration will concern:

- Specific spaces that will be needed, e.g. Children's Services, Tween/Teen Services, etc., etc.;
- Specific types of furniture and equipment desired, e.g. will JPL continue to provide desktop computers, or more laptops or tables, or a combination of computing types, and what kind of seating is desired to accommodate what will surely be an increasing number of older customers using the new building, etc., etc.;
- Specifics with regard to staff work spaces, offices, and a break room;
- Specifics about gathering spaces – is an auditorium needed/wanted, conference rooms, a program room(s) for children's services, group study rooms, etc., etc.;
- Specifics about adjacencies, that is, upon entering the building what do you want to customer to see first, and where will Tween/Teen Services be located and should some of the gathering spaces be accessible at times when the balance of the building may be closed, etc., etc.; and
- Specifics about the number of floors, or levels, parking requirements, truck deliveries, rest rooms, janitorial/custodial closets, etc., etc.

Truth be told, there are a million decisions that have to be made – not all in the course of two or three days – but over the course of the planning, programming, design, construction, furnishing and equipping, and moving into and occupying a grand new Joplin Public Library. The decision-making "drilling down" starts with these two-three days of meetings and discussions.

Completed – End of Week 6.

Task 10 - Detailed Draft of Building Program

Our next task will be preparation of the draft of the building program. The program will be a space-by-space written description of the building that provides the following information for each space:

- Description of Assignable Spaces, to include;
    - Space name and functional description,
    - Summary of square foot allocation including number of units, unit area (net square feet [NSF]) and total net square feet per unit (unit example = Four-place table[s],
    - Total NSF,
    - Internal walls and circulation (moving about) net assignable square feet (NASF).
    - Occupancy (range of number of persons, customers and/or staff, to occupy the space when in use and at capacity),
    - Preliminary {generic) listing of furniture and equipment on an item-by-item basis, e.g. linear feet of shelving by section, capacity of items per total linear feet, number of reading tables by number of seats (chairs), etc., etc.,
    - Spatial relationships, i.e. adjacencies,
    - Environmental and engineering needs for each space to include.
        - Acoustics,
        - Communications,
        - Data cabling,
        - Electrical,
        - Finishes,
        - Lighting,
        - Security, and
        - Utilities; and
    - Other comments relative to the specific space.

- Other sections, preceding The Description of Assignable Spaces, to include;
    - The Contemporary Public Library Building,
    - Exterior considerations, e.g. parking, landscaping, etc.,
    - Interior considerations, e.g. glass treatment, signage and graphics, doors, etc.
    - Mechanical systems considerations,
    - Building characteristics, e.g. acoustical treatment, drinking fountains, etc.,
    - Building technology considerations, e.g. library technologies, communications, etc.
    - Lighting considerations, e.g. sources, illumination measurements, efficiency, etc.,
    - Security considerations, e.g. fire prevention and protection systems, building security systems, e.g., and
    - Summary of capacities.

The draft will also include:

- Preliminary capital cost estimates projected to the anticipate mid-point of construction; and
- Preliminary operational cost estimates projected to first full year of anticipated year of occupancy and then projected forward for the following four years.

The draft will be **Deliverable #11.**

Completed – End of Week 7.

Task 11 - Review of Building Program Draft

This task will be similar to Task 6 with the focus on the Building Program draft.

Completed – Mid-Week 8.

Task 12 - Final Building Program

Following the review we will make all necessary changes and adjustments and prepare the final document – **Deliverable #12**.

Completed – End of Week 8.

INITIAL INFORMATION

The Architect's Representatives include: Michael Sapp, AIA, Project Administrator
James Stufflebeam, AIA, Senior Project Manager
Pam Haldiman, Project Manager

The Owner's Representative includes: Tony Robyn, City of Joplin
Michelle Kaiser, CBC

All construction work shall be by a single General Contractor as determined through a competitive bid process.

ARCHITECT'S RESPONSIBILITIES

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

BIDDING OR NEGOTIATION PHASE SERVICES

GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding drafting contracts for construction to be reviewed by the Owner's legal counsel.

COMPETITIVE BIDDING

Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents through printed or digital media for distribution to prospective bidders in cooperation with Owner Representatives;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda in cooperation with Owner Representatives; and

The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

CONSTRUCTION PHASE SERVICES

GENERAL

The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in General Conditions of the Contract for Construction. If the Owner and Contractor modify the General Conditions, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

The Architect shall have a duty to see that the Construction Work is performed in accordance with the Contract Documents. Architect shall report to Owner in writing any Work that deviates from the Contract Documents immediately once Architect know of the deviation.

EVALUATIONS OF THE WORK

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in General Conditions, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

CERTIFICATES FOR PAYMENT TO CONTRACTOR

The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

SUBMITTALS

The Architect shall review the Contractor's submittal schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents and EDA Summary of Construction Standards.

PROJECT COMPLETION

The Architect shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

The Architect's site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner to review the facility operations and performance.

ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule.

Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.6** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.7** Evaluation of the qualifications of bidders or persons providing proposals;
- **.8** Consultation concerning replacement of Work resulting from fire or other cause during construction; or

To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker;
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- **.6** To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the

anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

OWNER'S RESPONSIBILITIES

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project, except with respect to letting contracts or approving bills which matters shall be approved by the board of the Owner. The Owner's Designated Representatives are as follows:

Tony Robyn, City of Joplin
Michelle Kaiser, CBC

The Owner represents that the Representatives designated have been duly authorized to act on behalf of and bind the Owner with respect to decisions with respect to the Project. The parties agree that Architect is entitled to rely on the information provided by, the instructions received from, and the decisions issued by the Owner's Designated Representatives.

The Owner represents that it has the full power and authority to make, execute, deliver, and perform the responsibilities of the Owner set forth in this Agreement and has authorized the undersigned to bind the Owner to this Agreement.

The representations of the Owner shall be continuing and shall survive the termination of this Agreement.

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

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

ARTICLE 6 COST OF THE WORK

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed, specified, and coordinated by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, infrastructure such as roads, sewers and utility-related work, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

The Owner's budget for the Cost of the Work is provided in the RFQ, and may be adjusted throughout the Project as directed by the Owner. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect, Cost Estimator, nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work.

MISCELLANEOUS PROVISIONS

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

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

End of Exhibit 'D'

EXHIBIT E

SAPP Design

		CBC	CBC	Planner	Library	Finance	Engineer	AVG	
	Bates	65	60	80	70	89	50	69	
	BK-DC	85	70	85	85	86	55	78	
	Clark Enerson	95	100	97	90	84	65	89	
On Site Interview	Dake Wells	90	68	80	75	86	70	78	
SAPP	GLMV	85	80	80	70	84	60	77	
Clark Enerson	Gould	95	98	95	50	87	75	83	
SFS	HWA*	DQ	DQ	DQ	DQ	DQ	DQ	0	
Gould	Leo Daly	88	75	90	79	93	55	80	
	MSR	85	75	85	85	0	55	64	
	Paragon	80	30	70	63	53	50	58	
	Ross Barney	84	51	90	75	97	60	76	
	SAPP	95	100	94	90	87	70	89	Selected
	SFS	95	85	95	80	86	65	84	
	WDM	85	80	80	68	87	50	75	
	Yaeger	80	36	60	35	60	40	52	

CITY		ARCHITECT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SAPP Design Associates Architects, PC MO Certificate of Authority #000607 Address: 3750 S. Fremont Ave. SPRINGFIELD, MO 65804	
Attention: Samuel L. Anselm		Attention: Michael J. Sapp, President	
Department: City Manager		Phone:	Fax:
Phone: **417-624-0820, ext 205**	Fax:		

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

   (a) Scope of Services. The Scope of Services is set out specifically in the Request for Qualifications, 2015-RFQ-01, which is incorporated fully herein and attached hereto as Exhibit A. Exhibit A provides General Requirements and Specific Requirements. The Scope of Services for this Agreement shall also include the Services as set forth in Tasks 1-12, identified in the Architects's Response and Proposal to the RFQ, Scope of Services, which is incorporated fully herein and attached hereto as Exhibit C.

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

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

services under this Agreement shall not exceed $935,500.00. The Architect shall also be entitled to payment for expenses related to travel, printing, and courier services in an amount not to exceed $59,500.00. Said expenses shall be submitted with verifying documentation to the City for payment.

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

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

6. **Termination of Contract.**

   a. Termination for breach. Failure of the Architect to fulfill the Architect's obligations under this contract in a timely and satisfactory manner in accordance with the schedule in Exhibit B and description of services set forth in Exhibits A B &C shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Architect by one of three different means: Facsimile Transmission ("FAX") if Architect has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Architect; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Architect or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Architect under this contract shall at the option of the City become its property, and the Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Architect shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Architect.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Architect further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

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

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

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

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

14. **Records and Audits.** The Architect shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. The City, EDA, the Comptroller General of the United States, the Departmental Inspector General, or any of their duly authorized representatives, shall have access to any paper or electronic documents, books, correspondence, and records of the Architect (which are pertinent to the Award) to verify the recipient's compliance with Award requirements. *See* 13 C.F.R. § 302.14. Architect shall maintain all records for at least three (3) years after the recipient makes final payment and all pending matters are closed. *See* 15 C.F.R. §§ 14.53(b) or 24.36(i)(11), as applicable.

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

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

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

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

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

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

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

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

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

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

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

18. **Affirmative Action for Handicapped Workers**

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

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

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

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

e. The Architect will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the

Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

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

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

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

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

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

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

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

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

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

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

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

27. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Architect will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Architect will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Architect's

activities and responsibilities hereunder. The Architect agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Architect and the City, and the City will not be liable for any obligation incurred by the Architect, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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

As of January 1, 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. Architect agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Architect, its employees, officers or agents. Architect agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million 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 Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

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

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

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

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

33. **Anti-Lobbying:** The Architect shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

34. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

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

36. **Statement that Project Federally Funded:** It is understood that this contract is funded in whole or in part with the Federal Economic Administration (EDA) library grant funds and is subject to those EDA and related regulations and restrictions normally associated with federally-funded programs and any other requirements that the EDA may prescribe.

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

38. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Architect arising out of or related to this agreement or the breach thereof, will be first submitted to mediation, and if the dispute is not resolved, the parties may pursue all other available legal remedies.

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

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

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

    a. Exhibit A. City of Joplin RFP 2015-RFQ-01.
    b. Exhibit B. Architect's Response and Proposal to the RFQ.
    c. Exhibit C. Architect's Proposal Documents (excluding sample contracts).
    d. Exhibit D. Supplemental Terms.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Architect: SAPP Design Associates Architects, PC

By: _____

Printed Name: Michael Sapp

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

Date: _____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 2, 2015

Item: CDBG-DR Sub-Recipient Agreement with Crosslines Churches of the Joplin Area, Inc.
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2015-401
2) CDBG-DR Sub-Recipient Agreement

Planning and Community Development Director: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Samuel Anselm	Date:

Recommended Action: Approval of Council Bill No. 2015-401

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and Crosslines Churches of the Joplin Area, Inc. (Crosslines) to provide funding for the rehabilitation of a larger facility to accommodate the expanded services Crosslines is providing as a result additional needs since May, 2011. City Council previously approved this activity in the Round 2 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Partial Action Plan on October 20, 2014.

DISCUSSION:

Crosslines is a community of cross-denominational volunteers whose main mission is to supply emergency food, clothing, hygiene items, baby supplies and basic household necessities. Additionally Crosslines provides assistance with rental and utility obligations in crisis situations.

In September, 2011, The Salvation Army of Joplin closed their Food Pantry and stopped distributing Government Food Commodities so they could focus on tornado case management. Crosslines is now the only entity in the Joplin area that distributes Government Food Commodities. This has resulted in the need for larger food pantry space to adequately serve those in need. Crosslines has also seen an increased need for the other services they provide since May, 2011.

The agreement provides for reimbursement of costs in an amount not to exceed $474,560.00 that will be incurred in the rehabilitation and retrofitting of a building at 320 School Avenue in accordance with HUD CDBG-DR and City of Joplin requirements.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public health and safety issues, so Crosslines may complete the retrofit of a facility to accommodate for the emergency services for those in need.

COUNCIL BILL NO. 2015-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Crosslines Churches of the Joplin Area, Inc. in the amount of Four Hundred Seventy-four Thousand, Five Hundred Sixty Dollars ($474,560.00) to provide funding for the rehabilitation of a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund, authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement for the City, and containing an emergency clause.

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

WHEREAS, there were thousands of households affected by the tornado; and

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

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

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

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, or Agreement in substantially similar in form, between the City of Joplin and Crosslines Churches of Joplin Area, Inc. in the amount of Four Hundred Seventy-four Thousand Five Hundred Sixty Dollars ($474,560.00) to provide funding for rehabilitation a facility to accommodate services provided as related to the Community Development Block Grant- Disaster Recovery fund.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2014, by a vote of _____.

_____

Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CDBG-DR SUB-RECIPIENT AGREEMENT
BETWEEN
THE CITY OF JOPLIN
AND
CROSSLINES CHURCHES OF THE JOPLIN AREA, INC.

THIS AGREEMENT entered this ___ day of _____, 2015 by and between the City of Joplin (herein called the "Grantee") and Crosslines Churches of the Joplin Area, Inc. (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under the Disaster Relief Appropriations Act of 2013, Public Law 113-2; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF CONSTRUCTION

A. Activities

Crosslines will be responsible for administering a CDBG-DR grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant, Disaster Recovery program:

Program Delivery

Activity: Rehabilitation of the existing Missouri Castings facility (approximately 10,000 sf) to accommodate for a larger facility to serve the expanded needs of the Crosslines Churches of the Joplin Area, Inc. as a result of the May 2011 tornado.

General Administration

The Sub-Recipient will maintain program and financial records documenting eligibility, provisions of services, and Sub-Recipient's expenses relative to the project as a result of assistance provided through the CDBG-DR program.

B. National Objectives

All activities funded with CDBG-DR funds must meet one of the CDBG-DR program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-Recipient certifies that the activity(ies) carried out under this Agreement will meet the LMI limited cliental activity [570.208(a)(2)(i)(a)]. This activity is eligible under the category Public Facilities and Improvements – 570.201(c). Sub-Recipient will use Demographic/Income form to document the national objective.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include things such as:

- Provide clothing, housewares and food to LMI families in the City of Joplin.
- Provide rental and utility assistance to LMI families in the City of Joplin.
- Document LMI families receiving benefits from Crosslines Community facility.
- Provide reports to CDBG-DR office for funding and client data.
- Demographic Data gathered (Attachments A and B) with proper documentation.
- Providing all necessary documentation on the provided Public Facility Grant Document Checklist (Attachment C).

D. Staffing

The Sub-Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Kathy Lewis	Executive Director, responsible for the daily operations of Crosslines Community facility

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-Recipient shall start on the __ day of _____2015 and end on the ____ day of _____2015.

Funds will not be available to the Sub-Recipient from the Community Development Block Grant Disaster Recovery Program after the completion date, unless otherwise approved by Grantee.

III. BUDGET

The grantee will reimburse the Sub-Recipient for not more than **four hundred and seventy-four thousand, five hundred and sixty and No/100 ($ 474,560) Dollars** to assist in the rehabilitation of the existing Missouri Castings facility by Crosslines Churches of the Joplin Area, Inc. for the purpose of providing emergency food, clothing, baby supplies, and basic household necessities to Low-Moderate Income individuals within the City of Joplin. Any funds not used for costs associated with the project will revert to the CDBG-DR program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Four hundred and seventy-four thousand, five hundred and sixty and No/100 ($ 474,560) Dollars

Draw downs for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance. All payments will be on a reimbursement basis contingent upon proper documentation provided.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

The final 5% of this grant, or twenty-three thousand, seven hundred and twenty-eight and No/100 ($23,728) Dollars, will be withheld from reimbursement until all documentation is received for this activity.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Sub Sub-Recipient
Name: Troy Bolander Title: Planning & Community Development Director	Name: Kathy Lewis Title: Executive Director
Grantee: City of Joplin 602 South Main Street Joplin, Missouri 64801 Phone: (417) 624-0820 Fax: (417) 625-4738	Sub-Recipient Name: Crosslines Churches of the Joplin Area, Inc. 131 S. High Street, Joplin, Missouri Joplin, Missouri 64801 Phone: 417-782-8384

VI. SPECIAL CONDITIONS

The final 5% of this grant, or twenty-three thousand, seven hundred and twenty-eight and No/100 ($23,728) Dollars will be withheld from reimbursement until all documentation is received for this activity.

II. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant Disaster Recovery (CDBG-DR) funds.

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Disaster Recovery(CDBG-DR)) including subpart K of these regulations, except that (1) the Sub-Recipient does not assume the Sub-Recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-Recipient does not assume the Sub-Recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to

the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG-DR funds, including program income.

6. Audits & Inspections

All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-Recipient audits and OMB Circular 2 CFR 200.501 (Audit required if the Sub-Recipient receives $750,000 or more in federal funds).

C. Reporting and Payment Procedures

1. Program Income

The Sub-Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-DR funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-Recipient.

4. Progress Reports

The Sub-Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

In order to comply with HUD reporting requirements, the Sub-Recipient shall submit progress reports 15 days after the close of the calendar Quarter (i.e. Jan 15, Apr 15, Jul 15, etc.) and include information on: obligated funding amount, expended funding amount, and activities completed to date.

D. Procurement

1. Compliance

The Sub-Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub-Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-Recipient shall transfer to the Grantee any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG-DR National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-Recipient fails to use CDBG-DR-assisted real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-DR program or (b) retained after

compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR-assisted project. The Sub-Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Sub-Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Sub-Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-Recipient shall furnish and cause each of its own Sub-Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient and any of the Sub-Recipient's Sub-Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or

other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-DR-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Sub-Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its 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 § 285.525-285.555, 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 in 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. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. 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.

D. Conduct

1. Assignability

The Sub-Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Sub-Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Sub-Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR-assisted activity, or with respect to the proceeds from the CDBG-DR-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

The Sub-Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-DR-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

Date:

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri A Municipal Corporation	Crosslines Community Churches of the Joplin Area Inc.
_____	_____
Troy Bolander Planning & Community Development Director	Kathy Lewis Executive Director

[NOTE: For the above sections, if the Sub-Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ and I am the _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official

seal this _____ day of _____, 2015.

_____
Notary Public

My commission expires:

_____

Attachment A

CDBG-DR Income/Demographic Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that is required to meet certain standards. Completion of this form is voluntary and this information will be kept confidential, with access only to the Sub-Recipient, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____ person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS).
2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item. Refer to the Income Verification Survey.**

3. **ELDERLY: _____ person(s)**
   Elderly: how many persons in your family are 62 years of age and over?
4. **HANDICAPPED: _____ person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino
6. **HEAD OF HOUSEHOLD:** ☐ Male ☐ Female

7. **RACIAL DESIGNATION**: (select one or more) for each household, enter the number of family members by each applicable race.

☐ White	☐ Black/African American	☐ Asian
☐ American Indian/Alaskan Native	☐ Native Hawaiian/Other Pacific Islander	☐ American Indian/Alaskan Native & White
☐ Asian & White	☐ Black/African American & White	☐ American Indian/Alaskan Native & Black/African American
☐ Other		

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Grantee for assistance.

For Grantee Use Only

Name of Grantee: _____

Attachment B

FAMILY SIZE (a)	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS [(b)+(c)+(d)] * (a)	Non-LMI Families (e)	TOTAL Non-LMI PERSONS (e)*(a)
	Extremely Low (b)	Low (c)	Moderate (d)			
1 PERSON						
2 PERSONS						
3 PERSONS						
4 PERSONS						
5 PERSONS						
6 PERSONS						
7 PERSONS						
8 PERSONS						

1. TOTAL NUMBER OF SURVEYS DISTRIBUTED:		
2. TOTAL NUMBER OF HISPANIC OR LATINO:		
3. RACIAL DESIGNATION	NUMBER OF INDIVIDUALS	NUMBER OF HISPANIC (All Races Can Also Be Hispanic)
A. WHITE		
B. BLACK/AFRICAN AMERICAN		
C. ASIAN		
D. AMERICAN INDIAN /ALASKA NATIVE		
E. NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER		
F. AMERICAN INDIAN/ALASKAN NATIVE & WHITE		
G. ASIAN &WHITE		
H. BLACK/AFRICAN AMERICAN & WHITE		
I. AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM		
K. OTHER MULTI-RACIAL		

	NUMBER	PERCENT
4. ELDERLY/AGE 62 OR OLDER		
5. HANDICAPPED/DISABLED		
6. FEMALE HEAD OF HOUSEHOLD		

DATE:_____
SIGNATURE:_____

Return to: City of Joplin, Community Development, 602 South Main Street, Joplin, Missouri 64801 at the end of project.

FY 2014 Income Limits Summary

Joplin, MO MSA Median Income: $51,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	$11,670	$15,730	$19,790	**$23,850**	$27,550*	$29,600*	$31,650*	$33,700*
Very Low (50%) Income Limits	$17,850	$20,4000	$22,950	**$25,500**	$27,550	$29,600	$31,650	$33,700
Low (80%) Income Limits	$28,600	$32,650	$36,750	**$40,800**	$44,100	$47,350	$50,600	$53,900

The **Joplin, MO MSA** contains the following areas: Jasper County, MO; and Newton County, MO.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2014 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2014 Fair Market Rent documentation system.

Attachment C

Public Facility Grant Document Checklist

Name of Sub-Recipient: Crosslines Community Churches of the Joplin Area, Inc.

All Activities Should Have the Following:

__ Must be a 501 (c) 3 tax exempt organization

__ Must not discriminate against any persons on the basis of religion

__ Program Information (brochures, etc.)

__ Signed Written Agreement

__ Income/Demographic Form

__ Must not provide religious instruction or counseling

__ Schedule of proposed work

Does the Activity Involve Asset Procurement? __Yes __No
If Yes, Include the following:

__ Procurement Threshold Chart

__ Bid Tabulation Forms (Telephone, Written, and Formal)

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 2, 2015

ITEM: COUNCIL BILL NO. 2015-501
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

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

INTRODUCTION:
This Council Bill amends the adopted 2013-2014 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. Facility improvements at Joe Becker occurred in 2014. Additionally, depreciation expense for 2014 is higher than budgeted. Additional subsidies were needed for parks and flexible spending from the general fund.

This budget amendment increases expenditures by $640,000.00.

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

COUNCIL BILL NO. 2015-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2013-248 on October 21, 2013, which estimated revenues and appropriated funds for the fiscal year 2013-2014, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Six Hundred Forty Thousand and No Cents ($640,000.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for the current fiscal year and as such shall become effective immediately upon its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2013-2014 ADOPTED BUDGET
23-Jan-15

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Parks Fund Subsidy	001-9003-500-9015	Subsidy to Parks Fund	$	-	30,000
	Flexible Spending Plan	001-9003-500-9065	Subsidy to Flex Spending		-	15,000
	Total General Fund			$	-	45,000
325	Joe Becker Stadium Renovation Fund					
	Joe Becker Stadium	325-6595-560-8015	Facility Improvements	$	-	150,000
	Total Joe Becker Stadium Renovation Fund			$	-	150,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-5150	Shut Off/Reconnect Fees	$		50,000
	Billing & Collection	415-2002-540-7120	Bad Debt Expense			170,000
	2014 Bond Issue	415-2014-500-7310	Bond Agent Costs			35,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			100,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			75,000
	Total Sanitary Sewer Fund			$	-	430,000
510	Health Self-Insurance Fund					
	Health Self-Insurance	510-7504-500-5305	Judgments & Claims	$	-	5,000
	Total Health Self-Insurance Fund			$	-	5,000
520	Emergency Communications Fund					
	Communications	520-8502-510-7125	Depreciation Expense	$		10,000
	Total Emergency Communications Fund			$	-	10,000
	Grand Total			$	-	640,000

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 2, 2015

Item: Council Bill 2015-502

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:

This Council Bill changes language related to sewer billing.

DISCUSSION:

The State of Missouri enacted RsMO. 250.140.1 that generally addresses the collection of delinquent sewer fees for rental property. The statute includes provisions that when a tenant is delinquent for the payment of sewer fees, the City can collect up to 90 days of past due sewer fees from the owner or the tenant. The City also must make a good faith effort to notify both the owner of the property and the tenant of any delinquent sewer fees.

Finance staff has recently been working with various landlord associations on the collection of past due sewer charges for rental property and ensuring compliance with the State Statute. Through this process, staff has implemented a Landlord/Property Owner Program form for owners of rental property to utilize. The City is dependent on owners of rental property to notify us that they are the owner of such property. This form allows staff the ability to send owners duplicate notifications of any delinquent sewer fees.

As a result of this effort, this council bill adds similar language as the state statute to the Joplin sewer billing and collecting procedures code. This language will further assist staff in outlining procedures to follow when collecting on delinquent sewer charges for rental property.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-502 ORDINANCE NO.

AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes.

WHEREAS, the City assumed the sewer billing and collection services from a third-party, and,

WHEREAS, the City charges a fee for sewer services and bills such fees on a periodic basis to its citizens and residents and the adjacent area; and,

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and,

WHEREAS, the State of Missouri enacted RsMO. 250.140.1 that generally addresses the collection of delinquent sewer fees on rental property; and,

WHEREAS, the City desires to enact the same provision within the sewer billing and collecting code.

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

Section 1. That Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be amended in Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilites, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 118-206. Billing and collection procedures.

...

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

..."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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 of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 2, 2015

Item: Council Bill 2015-503

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:

This Council Bill changes language related to trash bill collecting.

DISCUSSION:

The trash bill the city collects on behalf of the trash provider is linked by contract with the sewer bill and water service. All properties that have active water service are required to have trash service and are billed accordingly. A revision of Chapter 102 is needed to authorize the City to collect delinquent trash bills for up to 90 days from owners or tenants of the property.

Basically, this language sets out the due date of the trash bill, the penalty that can be assessed on delinquent trash bills, that both the owner and tenant are responsible for delinquent trash bills and that the City will make a good faith effort to notify both the owner and tenant of any past due amounts on rental property. The language being proposed mirrors the ordinance for billing and collection procedures for sewer bills, which will assist staff in outlining procedures to follow when collecting for trash services.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2015-503 ORDINANCE NO.

AN ORDINANCE amending Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin, by adding Section 102-9, Billing and Collection Procedures, to implement certain fee language changes.

WHEREAS, the City assumed the trash billing and collection services from a third-party and on behalf of the current trash provider, and,

WHEREAS, the current trash provider charges a fee for trash services and the City bills such fees on a periodic basis to its citizens and residents; and,

WHEREAS, the City is obligated to collect delinquent trash bills from its citizens and residents so served.

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

Section 1. That Article I, In General, of Chapter 102, Solid Waste, be amended by adding Section 102-9, Billing and Collection Procedures, of Article I, In General, of Chapter 102, Solid Waste, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"Sec. 102-9. Billing and collection procedures.

...

(a) All trash service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Trash service charges shall be paid within 15 days of the date of their billing.

(b) Every trash service charge specified in this section remaining unpaid for 30 days after the date of its billing may be increased by ten percent of the total outstanding balance.

(c) Trash services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving trash service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such

service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for trash service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) When the occupant of rental property is delinquent in payment of trash fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety days of service. The City shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

..."

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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