COUNCIL AGENDA
June 20, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report

      Documents: CIP REPORT TO COUNCIL JUNE 2016.PDF

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Request to address Council from Callie Hudson, 1802 Natalie Lane, concerning placemaking.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. PUBLIC HEARING FOR RESOLUTION NO. 2016-010
      A RESOLUTION of the City of Joplin, Missouri, presenting an annual progress report of the Northpark Crossing TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

      Documents: RESOLUTION 2016-010 - RESOLUTION SUMMARY SHEET NORTHPARK CROSSING ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-010 - RESOLUTION NORTHPARK CROSSING ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-010 NORTHPARK CROSSING TIF ANNUAL REPORTS.PDF

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

      Documents: RESOLUTION 2016-011 - RESOLUTION SUMMARY SHEET 1717 MARKETPLACE ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-011 - RESOLUTION 1717 MARKETPLACE ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-011 1717 MARKETPLACE TIF ANNUAL REPORTS.PDF

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

      Documents: RESOLUTION 2016-012 - RESOLUTION SUMMARY SHEET JOPLIN RECOVERY TIF ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-012 - RESOLUTION JOPLIN RECOVERY TIF ANNUAL PUBLIC HEARING.PDF, RESOLUTION 2016-012 JOPLIN RECOVERY TIF ANNUAL REPORTS.PDF

8. **Consent Agenda**

    1. Minutes Of The June 6, 2016 City Council Meeting

        Documents: JUNE 6 2016 MINUTES.PDF

    2. COUNCIL BILL NO. 2016-004

        Documents: CB2016-004.PDF

    3. COUNCIL BILL 2016-264

        Documents: CB2016-264.PDF

    4. COUNCIL BILL 2016-265

        Documents: CB2016-265.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2016-125
    AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Five Hundred Sixteen and no/100 Dollars ($172,516.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

        Documents: SUMMARY SHEET CB 2016-125.PDF, COUNCIL BILL 2016-125.PDF, SUMMARY OF MODOT FORM .PDF, CITY OF JOPLIN 06 14 16.PDF

    2. COUNCIL BILL NO 2016-129
    AN ORDINANCE approving an agreement for Allgeier Martin and Associates not to exceed Seven Hundred Eighty Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330.00) for Engineering Services Associated with the Crossroads Industrial Park Phase II and containing an emergency clause.

        Documents: MAP 2016-129.PDF, SUMMARY SHEET AMA 2016-129.PDF, CB 2016-129.PDF, FULL AGREEMENT - REVISED 6-14-2016.PDF

    3. COUNCIL BILL NO. 2016-407
    AN ORDINANCE approving the City of Joplin to execute Amendment No. 7 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Two Hundred Nine Thousand Dollars ($209,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

        Documents: CB 2016-407 - SUMMARY.PDF, CB 2016-407.PDF, DELOITTE R1 AMENDMENT 7.PDF, R1 AMENDMENT 7 BACKUP DETAILS.PDF

    4. COUNCIL BILL NO. 2016-513
    AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

        Documents: CB 2016-513 SUMMARY FY 2016 BUDGET ADJUSTMENT.PDF, CB 2016-513 BUDGET AMENDMENT ORDINANCE.PDF, CB 2016 SCHEDULE A BUDGET AMENDMENT JUNE 20 2016.PDF

    5. COUNCIL BILL NO. 2016-606

AN ORDINANCE approving a contract amendment with GLMV Architectural Firm for construction management services in the amount of Two Hundred Eighty-One Thousand One Hundred Sixty-Two and 00/100 Dollars ($281,162.00) providing how the cost shall be made and levied and containing an emergency clause.

Documents: SUMMARY SHEET COUNCIL BILL 2016-606.PDF, CONTRACT AMENDMENT- GLMV.PDF, G802-2007 - FINAL.PDF, COUNCIL BILL 2014-105.PDF, COUNCIL BILL 2016-606 CONTRACT WITH GLMV.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. NEWS FROM THE PIO

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)**

**Office of the Director of Public Works**
**602 S. Main Street**
**Joplin, Missouri 64801**
**417-624-0820 Ext. 530**
**417- 625-4738 (Fax)**

# MEMORANDUM

**TO:** **Mayor Michael L. Seibert and Members of the City Council**

**FROM:** **Nicholas A. Heatherly Director of Public Works**

**DATE:** **June 13, 2016**

**RE:** **Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report**

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Attached please find a copy of the Oversight Committee's report. The Oversight Committee Chairman, Chris Churchwell, will be attending Monday night's City Council meeting to publicly present the report to Council.

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twenty-eighth ($28^{th}$) such presentation.

Attachment: Capital Improvement Sales Tax Oversight Committee June 13, 2016 Semi-Annual Public Report.

# Capital Improvement and Public Safety Sales Tax Oversight Committee
# Semi-Annual Public Report
# June 13, 2016

## Introduction

On November 6, 2001, the voters approved "Proposition B" for the purpose of funding Stormwater controls and City Park Improvements.

The City Council, in response to voter approval of "Proposition B", appointed seven (7) Joplin residents to serve on the Capital Improvement Sales Tax Oversight Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Stormwater Controls and City Park Improvement Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collection and expenditure of revenue from the sales tax, and monitor progress toward completing projects funded therefrom, and make a written, semi-annual public report to the City Council.

On August 3, 2004, the voters approved "Proposition A" for the purpose of funding capital improvements.

On November 7, 2006, the voters approved "Proposition A" for purpose of improving public safety.

On July 2, 2007, the City Council directed the Capital Improvement Sales Tax Oversight Committee to review collection and expenditures of revenue from the one-half of one cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council amended the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amended the mission thereof.

## Oversight Committee Members

The current Capital Improvement and Public Safety Sales Tax Oversight Committee membership includes the following:

| | |
|---|---|
| Tom Beisner | Chris Churchwell |
| Charles Genesio | Don Goetz |
| Harvey Hutchinson | Ryan Jackson |
| DeWayne Patton | James Richards |
| Richard Schlottke | |

**Review of Oversight Committee Meetings**

February 18, 2016

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2016 stormwater improvements and maintenance activities. Scott Garrie updated the committee on the parks activities. David Hertzberg and Dan Salisbury updated the committee on the capital improvements street program. Sloan Rowland and James Furgerson updated the committee on the public safety sales tax activities.

May 19, 2016

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by A. J. Whistler. Dan Johnson updated the committee on the FY 2016 stormwater improvements and maintenance activities. Scott Garrie updated the committee on the parks activities. Dan Salisbury updated the committee on the capital improvements street program. Matt Stewart updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Chris Churchwell, will present this report on Monday, June 20, 2016.

**Committee Observations**

As of the Oversight Committee's last meeting on May 19, 2016, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2016 fiscal year.

The Oversight Committee finds that the City of Joplin has not deviated from the list of projects that was presented to Joplin residents prior to the election. This list was presented with the understanding that if the voters approved the proposition, the sales tax revenues would be used to fund the listed projects.

Respectfully Submitted,

Date: 6/8/16

Chris Churchwell,
Chairman

Attachments: Parks and Stormwater Sales Tax Fund Projected Costs Compared to Actual Costs
Parks and Stormwater Sales Tax Fund Project Analysis
Capital Improvement Sales Tax Fund Projected Costs Compared to Actual Costs
Capital Improvement Sales Tax Fund Project Analysis
Public Safety Sales Tax Analysis
Public Safety Sales Tax Projected Expenditures Compared to Sales Tax Items

**MINUTES**
**CAPITAL IMPROVEMENT AND PUBLIC SAFETY**
**SALES TAX OVERSIGHT COMMITTEE**
**REGULAR MEETING**
**MAY 19, 2016**
**4:00 P.M.**

**Call to order:**

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, May 19, 2016. Present were committee members Tom Beisner, Don Goetz, Harvey Hutchinson, Ryan Jackson, DeWayne Patton, James Richards, and Richard Schlottke. Committee members Chris Churchwell and Charles Genesio were absent.

City Staff present were A. J. Whistler, Assistant Finance Director; Scott Garrie, Parks Director; Paul Bloomberg, Assistant Parks Director; Dan Salisbury, Assistant Public Works Director; Dan Johnson, Civil Engineer; and Matthew Stewart, Police Chief.

Mr. Jackson served as acting chairman in Mr. Churchwell's absence.

**Approve minutes from the meeting of February 18, 2016:**

Mr. Jackson asked for additions or corrections to the minutes from the meeting of February 18, 2016, and none were received.

**MR. GOETZ MOVED, SECONDED BY MR. BEISNER, THAT THE MINUTES FROM THE MEETING OF FEBRUARY 18, 2016 BE APPROVED. THE MOTION CARRIED, WITH MR. BEISNER, MR. GOETZ, MR. HUTCHINSON, MR. JACKSON, MR. PATTON, MR. RICHARDS, AND MR. SCHLOTTKE VOTING "AYE"; AND WITH MR. CHURCHWELL AND MR. GENESIO BEING ABSENT (7 IN FAVOR, 2 ABSENT).**

**Review sales tax collections and projects:**
**Parks and Stormwater Sales Tax:**

Mr. Whistler gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through April 30, 2016. Revenues are no longer being collected in Phase I. Report 1 shows the beginning fund balance as being a negative figure of -$139,053.19. The beginning fund balance for parks is a negative figure of -$243,190.19. The total projected funding sources for parks is $12,043,194.07. The actual costs to date for parks total $12,286,384.26.

The beginning fund balance for stormwater for FY 2016 is $104,137.00, with the total projected funding sources being $21,843,369.38. The actual costs during the current year total $132,130.67, with the sub-total of actual costs to date being $21,871,362.43. The remaining estimated project costs total $125,621.

Mr. Goetz asked about the $400,000 shortfall, and Mr. Jackson thought there is a deficit on both parks and stormwater. He asked where the difference comes from if there is a shortfall at the end of the fiscal year. Mr. Whistler thought it must be offset by another revenue source. Mr. Jackson asked for information on the deficit to be provided for the next committee meeting.

Report 2 contains the list of projects in Phase I, with projects still in progress including the Mohaska Ditch and Eighth Street and Patterson Avenue.

Report 3 contains the project analysis for Phase II. The beginning fund balance for FY 2016 for parks is a negative figure of -$3,358,801. Actual sales tax receipts during FY 2016 for parks total $715,309.85. Actual costs to date in the current year for parks total $58,777.14, with $43,944.50 being paid to the Tax Increment Financing (TIF) developers. The actual costs to date are $8,036,976.44. The remaining estimated project costs are $5,010,140.

The beginning fund balance for stormwater is $4,749,892. Actual sales receipts during FY 2016 for stormwater total $1,029,348.32. Actual costs to date in the current year total $666,208.40, with $63,237.21 being paid to the TIF developers. The actual costs to date are $5,571,600.62, with the remaining estimated project costs being $15,210,426. Work has begun on several projects.

Mr. Patton asked what the annual maintenance involves, and Mr. Garrie replied most of those funds are for personnel. Those costs currently cover one full-time employee, with no additional positions being filled yet. The other part of the annual maintenance includes $300,000 toward trail maintenance, with $10,000 being used for regular maintenance annually.

Mr. Garrie noted increased costs with the onset of Mercy Park and the fact that Joplin has twice as much acreage of cities its size for park land. Cities Joplin's size typically have nine acres of park land per 1,000 residents, with Joplin having about 20 acres.

**Stormwater:**

Mr. Johnson discussed the stormwater maintenance activities and stated the crew time was spent on ditch maintenance and cleaning inlets following rain events, with $149,122 being spent on ditch maintenance activities.

Five positions were maintained with one vacant position during the second quarter of FY 2016. The operations expenditures totaled only 30 percent of the overall budget, with small repairs being made to the minor drainage system.

Ditch maintenance totals include 4,862 feet of ditch maintenance, with 213 catch basins being cleaned, and 2,303 miles of street sweeping being logged.

Mr. Johnson discussed the major projects in Phase I. The Maiden Lane drainage work is complete. The design work for Eighth Street and Patterson Avenue is complete with utilities being relocated at this time. Drainage and construction easement acquisition will begin during June.

Mr. Johnson discussed the projects in Phase II and stated the regional detention west of Arizona Avenue and north of 32nd Street is under construction, with the project being 25 percent complete.

The storm sewer improvements on Illinois Avenue between Seventh and Ninth Street and the regional detention at 15th Street and Massachusetts Avenue are combined. The design work is 60 percent complete. Staff is currently soliciting input from property owners.

The ditch and culvert improvements at Fourth Street and School Avenue are currently under design, with construction beginning during FY 2017. This project may be divided into two phases

since some of the work will be performed around Joe Becker Stadium to deal with the drainage in that area.

Design work is complete for the ditch improvements at Euclid Avenue and Odessa Street, with utility relocations and easement acquisition progressing at this time. Construction should begin soon at 10th Street and Peters Avenue. Construction should also begin this summer on Hill Street between Division and Mineral Avenues.

Mr. Schlottke asked what is considered ditch improvements or ditch maintenance. Mr. Johnson replied the ditch improvements are where ground is actually being dug. The ditch is being reshaped and cleaned out. The City has a piece of equipment used for cleaning out the small ditches, as well as some of the larger ones. The ditch maintenance is performed by the City's stormwater maintenance crew, who mow the ditches and remove trees.

**Parks:**

Mr. Garrie stated the softball complex amenities are still progressing, with most of the major projects at the athletic complex being complete. Work is progressing on the trail amenities.

Mr. Garrie stated the main thing happening at Schifferdecker Park is the demolition of the naval reserve facility, with the work being 70 percent complete. Improvements are also being planned for the tennis courts.

Mr. Hutchinson asked if the tennis courts would be acceptable for tournaments, and Mr. Garrie replied the tournaments would be held at the athletic complex. There are some issues with cracks in the tennis courts at the athletic complex. The cost to repair the courts the way they should be repaired will cost around $1 million.

Mr. Patton asked if this was a design flaw with the cracks showing. Mr. Garrie understood the tennis courts were scheduled to be complete at a certain deadline, with the contractor not being able to do what needed to be done, so clay exists underneath the asphalt tennis courts. The cracking will continue to be an issue since the courts don't have any sub-drainage.

Mr. Patton asked if the construction company has the responsibility to make things good. Mr. Garrie understood the City was acceptable to that deadline, with the City not having any obligation at that point.

Mr. Garrie stated most of the improvements in Parr Hill Park are complete, with most of the work being funded through donations. Some of the improvements have been completed using the Parks Department's regular operating budget.

The skate pods are complete. The only work remaining in the athletic complex is replacement of playground equipment in 2022. The Cunningham Park improvements involve playgrounds.

The playground equipment in Ewert Park is to be replaced this year with a cost of $40,000, along with expenditures totaling $10,000 for landscaping and maintenance.

The McClelland to Town Green via Tin Cup Trail is not being constructed at this time. The Campbell Parkway improvements consist of benches and other amenities. Some repairs are to be

made at Garvin Park and Leonard Park. Playground equipment is to be replaced at McClelland Park. The improvements at Humphrey Park consist of playground equipment replacement and demolition of the existing shelter.

Mr. Garrie stated the basketball and tennis courts in Ewert Park are being repaired as the result of a sinkhole and are being covered by insurance. He will decide which courts need to be improved.

The Landreth Park improvements consist of new playgrounds at $45,000 each. The existing playgrounds are in good condition at this time.

The Spiva Park improvements are scheduled for FY 2017. The park has major electrical deficiencies, so Mr. Garrie did not believe $50,000 would be sufficient to handle those repairs.

FY 2016 is the last year for the annual support for the Wildcat Glades & Audubon Center. The Low Water Bridge to Grand Falls Trail is yet to be completed, with the off-leash dog park being part of the Parr Hill Park improvements. Donations and alternate funding sources were used for Parr Hill Park, with that work already being complete.

Mr. Garrie will utilize savings from other projects to hire maintenance personnel. Mercy Park will require a lot of maintenance since it contains 17 acres with a two-acre lake and a two-mile walking path. It will cost $100,000 annually to maintain that park, with those funds not currently in the parks operating budget.

**Capital Improvement Sales Tax:**

Mr. Whistler gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through April 30, 2016. The beginning fund balance for Phase I for FY 2016 is $13,054,351.18. The total projected funding sources are $70,179,841.60. Actual project costs for the current year total $4,089,592.32. The actual costs to date total $61,215,082.74, with remaining estimated project costs of $5,052,654.

Report 8 contains a list of the projects in Phase I. Projects currently in progress include the City overlay program, Maiden Lane, Zora Street from Range Line Road to Main Street, St. Louis Avenue from Broadway to Zora, and existing traffic signal upgrades.

Mr. Jackson asked if the traffic signal upgrades include the new signals at 20th Street and Maiden Lane. Mr. Salisbury replied the upgrades involved several intersections, and the work had been completed years ago. He would like to address timing issues at the intersection of 32nd Street and Connecticut Avenue. The timing has never been good because the Missouri Department of Transportation (MoDOT) has rhythm system software on Range Line Road that automatically manipulates traffic from one signal to the next up and down the corridor. The signal at 32nd and Connecticut is the first conventional signal. Mr. Salisbury has been visiting with MoDOT about installing that rhythm system on 32nd Street at Connecticut Avenue, Indiana Avenue, and Main Street. If MoDOT will pay 50 percent, the City has excess funding to make these intersection improvements with remaining funds.

Mr. Hutchinson asked about the cost for these improvements, and Mr. Salisbury replied the cost varies from one intersection to the next. The cost should be under $100,000 per intersection. The City will be sharing on the cost of purchasing the materials with MoDOT installing the equipment.

Mr. Richards asked about the signal at 32nd Street and Arizona Avenue, and Mr. Salisbury replied it already the rhythm system software. He thought the system should have been continued down 32nd Street, but wherever the system stops, the next intersection will have a problem.

Mr. Schlottke asked if 32nd Street is not a MoDOT right-of-way. Mr. Salisbury replied that 32nd Street from Main Street east belongs to MoDOT, with the portion of 32nd Street west of Main belonging to the City of Joplin.

Mr. Schlottke asked if 32nd Street is also named as a state highway, and Mr. Salisbury replied State Route FF. Mr. Schlottke asked why the City is not looking further up the corridor, and Mr. Salisbury wants to see how the funding works out.

Mr. Salisbury discussed the recovery projects on 20th Street from Range Line Road to Main Street and on Main Street from 32nd to 15th Streets. He would like to install that rhythm system on those two corridors. The intersections on Joplin and Wall Avenues have the old rhythm signal equipment, so he would like to bring those signals up to current standards.

Mr. Hutchinson asked when the 20th Street overpass will be open, and Mr. Salisbury replied this summer. Construction is progressing ahead of schedule. Once opened, the goal is to leave 20th Street open until the summer of 2017, with street improvements, sidewalks, and other amenities being planned at that time. A sewer manhole relocation project will take place at 20th Street and Connecticut Avenue prior to the overpass opening.

Mr. Richards asked about sidewalks at 20th and Connecticut, and Mr. Salisbury replied a public meeting for the 20th Street and Main Street recovery projects is scheduled for June 7, 2016. The improvements will include generally a six-foot wide sidewalk along the entire length of 20th Street on the north side. The south side will have generally a 10-foot wide shared use path for pedestrians and bicyclists.

Mr. Whistler discussed the projects in Phase II. The beginning fund balance for FY 2016 is $2,455,634.80. The actual sales tax receipts for FY 2016 total $2,616,919.68. Interest income in the current year totals $54,584.71. The total projected funding sources are $51,149,551.71. Actual project costs for the current year total $267,562.99, with payments to the TIF developers totaling $150,054.42. The actual costs to date total $536,236.90, with remaining estimated project costs of $51,281,597 for Phase II.

Mr. Salisbury discussed the projects in Phase II and stated 32nd Street from Schifferdecker Avenue to Country Club Road and 32nd Street from Country Club Road to Central City Road were included in a TIGER grant application. Construction will begin during 2019 if the TIGER grant is approved. Staff should learn whether the City of Joplin receives that grant during late October. In addition to the 32nd Street improvements, an overpass on East 32nd Street east of Range Line Road and a northbound right-turn lane at 32nd and Main Streets were included in the grant application. A public meeting for the 32nd Street improvements will be held sometime this summer.

Mr. Salisbury discussed the neighborhood transportation improvements and stated the advertisement (CIST) project signs are installed on Zora Street.

Mr. Salisbury discussed the street surface repairs and has worked with the railroads to develop a plan. Plans are complete to close the crossing near Sergeant Avenue and 10th Street for the

Missouri & Northern Arkansas (MNA) railroad. Staff is currently acquiring right-of-way, with the utilities designing relocation plans. Plans are complete to coordinate with MNA to improve the railroad crossing on Jackson Avenue at 10th Street.

Mr. Richards stated 10th Street (westbound) is very rough when it approaches Maiden Lane and expressed concern about how the concrete retention was designed. Mr. Salisbury stated there are still several "punch list" items on Maiden Lane. (After the meeting, the City staff directed the contractor to fix this.)

Plans are complete for railroad crossing improvements on Fourth Street east of the Joplin Area Chamber of Commerce. Staff is awaiting an agreement from Kansas City Southern Railway Company (KSC) to make these improvements. Missouri Gas Energy has donated right-of-way for this project.

The 2016 resurfacing program will begin during June, with the rough manhole frames and covers being addressed. The will be repaired in a manner so they will be very smooth. A second contract was just awarded to repair all the other rough manholes on the collector and arterial streets.

Mr. Salisbury stated 18th Street will be closed sometime after the 20th Street overpass is open, with KCS erecting some barricades. Next spring the City will connect the streets up to make the area look better. KCS will pay the City of Joplin $25,000 to handle any street improvements.

Mr. Salisbury has not moved fast on the intersection improvements since the City wants to partner with MoDOT on some of the busier intersections. MoDOT is going through their programming process at this time and have a generic project programmed for intersection improvements. Communities in southwest Missouri can compete for the funds.

One meeting has been held with property owners along Connecticut Avenue between 32nd Street and Interstate 44. This project presents a major impact to many property owners and will move more slowly than several of the other projects.

The overpass on Connecticut at I-44 is actually owned by MoDOT. The City of Joplin would like MoDOT to contribute a significant amount of funding towards that project.

Mr. Schlottke asked about plans for sidewalks or trails through that area, and Mr. Salisbury plans sidewalks along both sides of the overpass. Shared-use paths are being planned on the bridge.

Staff has solicited input from property owners along Connecticut Avenue between I-44 and 44th Street and along 44th Street between Range Line Road and Connecticut. One-third of the property owners along 44th Street have agreed to donate temporary easements. Staff is negotiating donated right-of-way on the north side of 44th Street.

Mr. Hutchinson asked about the chances of the TIGER grant not being approved. Mr. Salisbury replied that the program is a very competitive national program.

Mr. Salisbury stated the consultant has completed the conceptual design phase for Zora Street from Range Line Road to Route 249. A public meeting will be scheduled this summer.

Mr. Richards asked if one side of Zora will have curb and gutter for future growth. Mr. Salisbury cannot justify a five-lane roadway at this time based on projected traffic, so the roadway will contain three lanes with curb and gutter on both sides. Widening Zora to five lanes would be very challenging since many homes would need to be purchased.

Mr. Richards stated Zora is a very rough road and expressed concern that the three-lane roadway may become very heavily used, with the traffic volume greatly increasing. Mr. Beisner anticipates a lot of traffic with Zora being widened to the west.

Mr. Salisbury discussed the Jackson Avenue bridge and stated there is controversy regarding the placement of the new bridge. A meeting with property owners and the "Save the Bridge" group will be scheduled this summer.

Mr. Hutchinson asked about retaining the existing bridge as a bike and pedestrian bridge, but Mr. Salisbury stated the hydraulics on the existing bridge are quite complicated and will not be discussed until all of the information is assembled.

Right-of-way negotiations are in progress on the Schifferdecker Avenue bridge at Turkey Creek. Mr. Goetz expressed concern about the intersection where Route P curves to the west from Schifferdecker, and Mr. Salisbury stated that will be considered in the future.

Mr. Richards asked if the replacement bridge will be at the same location as the current bridge, and Mr. Salisbury replied no. There will be a curve in the roadway, with the new bridge being to the south and east of the current bridge.

Mr. Salisbury discussed the projects in Phase I (2004-2014). The 2015 overlay and micro-surfacing program are almost complete. Maiden Lane is substantially complete. Zora Street from Range Line Road to Main Street is currently under construction.

The City Council recently gave staff the authority to condemn two properties on St. Louis Avenue between Broadway and Zora. Tree and stump removal is substantially complete, with utility relocations taking place once that work is complete. The roadway project will be bid this fall.

Mr. Beisner asked if this will be a two-lane roadway, and Mr. Salisbury replied a three-lane roadway with curb and gutter, sidewalks, and bike lanes.

**Public Safety Sales Tax:**

Mr. Whistler gave those present reports outlining the revenues and expenditures for the public safety sales tax through April 30, 2016. Report 12 shows a beginning fund balance for FY 2016 being $10,247,328, with $3,488,983 being collected through April 30, 2016. Expenditures total $167,002 for street lights; $1,267,633 for police; and $1,146,208 for fire. A total of $300,128 was spent on the public safety training center, with $225,030 being paid to the TIF developers. Total expenditures are $3,106,001, with a net change in the fund balance being $382,982. The ending fund balance is $10,630,311. Report 13 contains the list of expenditures.

**Police & Fire:**

Police Chief Stewart stated all the Police Department's public safety tax positions are filled. The department currently has nine general fund vacancies. Five conditional offers have been made, with eight attending the in-house academy and two in the field training program. Five personnel are still yet to retire in 2016, with 19 people completing testing during May.

Chief Stewart discussed training center operations and stated 421 training seats have been filled by just Joplin Police Department officers. They have filled 173 seats from regional police departments. The training grounds are completed.

The contract for the public safety training facility was recently awarded to Crossland Construction in the amount of $4.778 million. A notice to proceed should be issued this week with anticipated completion by March 23, 2017.

Two acres of land at the intersection of 30th Street and Jaguar Road were purchased for the future Station No. 7 at a cost of $155,000. Construction is anticipated during FY 2018.

All the Fire Department's public safety tax positions are currently filled, and they have just finished their second new hire academy utilizing the training grounds.

**Schedule next meeting of the oversight committee and semi-annual presentation to City Council:**

The next meeting of this committee will be held on Thursday, August 18, 2016 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, June 20.

**Adjournment:**

Mr. Jackson asked for a motion to adjourn.

**MR. BEISNER MOVED, SECONDED BY MR. PATTON, THAT THE MEETING BE ADJOURNED. THE MOTION CARRIED, WITH MR. BEISNER, MR. GOETZ, MR. HUTCHINSON, MR. JACKSON, MR. PATTON, MR. RICHARDS, AND MR. SCHLOTTKE VOTING "AYE"; AND WITH MR. CHURCHWELL AND MR. GENESIO BEING ABSENT (7 IN FAVOR, 2 ABSENT).**

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 5:00 p.m.

Ryan Jackson, Acting Chairman

Susan Champlin, Secretary

# PARKS STORMWATER SALES TAX FUND
## PROJECT ANALYSIS
### PHASE I
As of April 30, 2016
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

| | PARKS (31.5%) | STORMWATER (68.5%) | TOTAL |
|---|---|---|---|
| Beginning Fund Balance-FY 2016 | $ (243,190.19) | $ 104,137.00 | $ (139,053.19) |
| *Revenues:* | | | |
| Actual sales tax receipts-Prior Years | 9,165,443.45 | 20,251,036.36 | 29,416,479.81 |
| Interest Income-Prior Years | 165,993.63 | 360,970.28 | 526,963.91 |
| Traffic Material Repairs-Prior Years | - | 50,466.00 | 50,466.00 |
| BRO Funds (County Road and Bridge)-FY 2005 | - | 18,000.00 | 18,000.00 |
| BRO Funds (County Road and Bridge)-FY 2010 | | 1,159,996.74 | 1,159,996.74 |
| City Resale Proceeds-Prior Years | 13,056.00 | 2,900.00 | 15,956.00 |
| General Fund transfer for Athletic Complex property-FY 2004 | 1,020,563.00 | - | 1,020,563.00 |
| General Fund transfer-FY 2005 | 250,000.00 | | 250,000.00 |
| Cunningham Pool Grant-FY 2005 | 150,000.00 | - | 150,000.00 |
| DNR Trail Grant-Prior Years | 78,511.03 | | 78,511.03 |
| General Fund Transfer for Softball Fields-FY 2010 | 1,199,626.96 | | 1,199,626.96 |
| Total projected funding sources | $ 12,043,194.07 | $ 21,843,369.38 | $ 33,886,563.45 |
| *Expenditures:* | | | |
| Actual project costs to date-Prior Years | $ 12,109,265.00 | $ 21,350,643.33 | $ 33,459,908.33 |
| Actual TIF/Transfer payments to Developer to date-Prior Years | 177,119.26 | 388,588.43 | 565,707.69 |
| Actual costs to date-Current Year | - | 132,130.67 | 132,130.67 |
| Actual TIF/Transfer payments to Developer to date-Current Year | - | - | - |
| Sub-Total actual costs to date | $ 12,286,384.26 | $ 21,871,362.43 | $ 34,157,746.69 |
| Remaining estimated project costs | - | 125,621.00 | 125,621.00 |
| Total projected costs | $ 12,286,384.26 | $ 21,996,983.43 | $ 34,283,367.69 |
| Shortfall of estimated sales tax receipts | (243,190.19) | (153,614.05) | (396,804.24) |
| Future alternate source of Funding-CDBG/Grants/TST | - | - | - |
| Funding over/(under) | $ (243,190.19) | $ (153,614.05) | $ (396,804.24) |
| Initial estimated cost of projects | 9,369,000.00 | 20,365,171.00 | 29,734,171.00 |

Note: Sales tax receipts for fiscal year 2012: 2.1%
Sales tax receipts for fiscal year 2011: 8%
Sales tax receipts for fiscal year 2010: 0.26%
Sales tax receipts for fiscal year 2009: (4.67%)
Sales tax receipts for fiscal year 2008: 1.09%
Sales tax receipts for fiscal year 2007: 1.23%
Sales tax receipts for fiscal year 2006: 3.88%
Sales tax receipts for fiscal year 2005: 2.64%
Sales tax receipts for fiscal year 2004: 5.60%

Prepared by: Leslie Haase

# CITY OF JOPLIN, MISSOURI
## PARKS AND STORMWATER SALES TAX FUND
## PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016



| PARKS PROJECTS: | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST | AMOUNT OF ALTERNATE FUNDS | ALTERNATE SOURCE OF FUNDING |
|---|---|---|---|---|---|---|---|
| McKinley Park Improvement Project | NA | $ 30,000 | $ - | $ - | $ 30,000 | $ - | |
| Mohaska Park Improvement Project | TS0216 | 30,000 | 24,506 | 24,506 | 5,494 | - | |
| Garvin Park Improvement Project | TS0202 | 60,000 | 53,706 | 53,706 | 6,294 | - | |
| Iron Gates Park Improvement Project | TS0207 | 100,000 | 64,643 | 64,643 | 35,357 | - | |
| Roanoke Park Improvement Project | TS0208 | 30,000 | 30,405 | 30,405 | (405) | - | |
| McClelland Park Improvement Project | TS0209 | 150,000 | 101,841 | 101,841 | 48,159 | - | |
| Schifferdecker Park Improvement Project | TS0210 | 220,000 | 105,559 | 105,559 | 114,441 | - | |
| Spiva Park Improvement Project | TS0211 | 20,000 | 15,400 | 15,400 | 4,600 | - | |
| McIndoe Park Improvement Project | TS0212 | 200,000 | 162,050 | 162,050 | 37,950 | 78,511 | DNR Trail Grant |
| Pedestrian & Bike Trails Project | TS0213 | 550,000 | 426 | 426 | 549,574 | - | |
| Landscaping & Beautification of Entire Park System | TS0214 | 150,000 | 9,927 | 9,927 | 140,073 * | - | |
| Softball Fields | TS0215 | 888,104 | 1,806,774 | 1,806,774 | (918,670) | 1,199,627 | General Fund Transfer |
| Athletic Complex Project | TS0203 | 6,000,000 | 7,163,204 | 7,163,204 | (1,163,204) | 1,123,619 | GF T-fer & Sewer Fund |
| Ewert Pool Renovation | TS0204 | 800,000 | 1,110,366 | 1,110,366 | (310,366) | - | |
| Cunningham Pool Renovation | TS0206 | 800,000 | 1,206,447 | 1,206,447 | (406,447) | 400,000 | LWCF Grant/GF T-fer |
| Memorial Hall Project | TS0205 | 229,000 | 254,010 | 254,010 | (25,010) | - | |
| TOTAL PARKS PROJECTS | | $ 10,257,104 | $ 12,109,265 | $ 12,109,265 | $ (1,852,161) | $ 2,801,757 | |
| **STORMWATER PROJECTS:** | | | | | | | |
| Annual Maintenance (10 Years) | TS0408 | $ 2,500,000 | $ 3,539,816 | $ 3,539,816 | (1,039,816) | - | |
| Willow Branch Phase 1 (6th Street Relief) | TS0201 | 2,469,834 | 2,516,024 | 2,516,024 | (46,190) | - | |
| 4th Street East & Murphy Blvd. | TS0404 | 1,000,805 | 973,309 | 973,309 | 27,496 | 634,499 | STP Urban Grant |
| 5th Street & Division Avenue | TS0403 | 951,180 | 1,285,914 | 1,285,914 | (334,734) | - | |
| Willow Branch Phase 3 (Connor Ave. Relief) | TS0407 | 508,880 | 297,519 | 297,519 | 211,361 | 86,307 | CDBG Funds |
| Davis S.W. Detention Project | TS0402 | 502,275 | 648,541 | 648,541 | (146,266) | - | |
| Brownell - 32nd Street to 34th Street | TS0409 | 606,421 | 78,847 | 78,847 | 527,574 | - | |
| Mohaska Ditch | TS0410 | 593,104 | 218,402 | 230,000 | - | - | |
| 5th Street & Murphy Boulevard | TS0405 | 391,094 | 742,721 | 742,721 | (351,627) | 525,498 | STP Urban Grant |
| Willow Branch Phase 2 (Moffet Ave. Relief) | TS0406 | 625,790 | 1,324,406 | 1,324,406 | (698,616) | 468,799 | CDBG Funds |
| Roosevelt Ave. at 17th Street (Culvert) | TS0411 | 45,892 | 80,421 | 80,421 | (34,529) | - | |
| Connecticut Ave. S. of Campbell Parkway (Culvert) | TS0412 | 156,000 | 274,200 | 274,200 | (118,200) | 171,600 | Trans. Sales Tax Funds |
| 30th Street & McClelland Boulevard | TS0413 | 666,278 | 576,120 | 576,120 | 90,158 | 400,000 | Trans. Sales Tax Funds |

Prepared by: Sherri McCulloch
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# CITY OF JOPLIN, MISSOURI
## PARKS AND STORMWATER SALES TAX FUND
## PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016



| STORMWATER PROJECTS: | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST | AMOUNT OF ALTERNATE FUNDS | ALTERNATE SOURCE OF FUNDING |
|---|---|---|---|---|---|---|---|
| Willow Branch Phase 4 (Picher Ave. - 10th to Junge) | TS0414 | $ 530,530 | $ 470,910 | $ 470,910 | $ 59,620 | $ 300,000 | CDBG Funds |
| Range Line Road South of 20th Street | TS0415 | 426,600 | 406,376 | 406,376 | 20,224 | - | |
| 38th Street & Jackson Avenue (Jackson Culvert) | TS0416 | 70,200 | 70,297 | 70,297 | (97) | 70,297 | Trans. Sales Tax Funds |
| 6th Street & Porter Avenue | TS0417 | 307,035 | 32,725 | 32,725 | 274,310 | - | |
| 44th Street East of Oaklawn Drive (Bridge) | TS0418 | 278,374 | 121,566 | 121,566 | 156,808 * | - | |
| 36th Street to Ferguson Road (Ditch) | TS0419 | 211,230 | 242,095 | 242,095 | (30,865) | - | |
| Porter Avenue & "B" Street | TS0420 | 796,800 | 205,233 | 205,233 | - | - | |
| McCoy Avenue & West 1st Street | TS0421 | 92,933 | 66,274 | 66,274 | 26,659 | - | |
| "C" Street West of Porter Avenue | TS0422 | 190,801 | 57,567 | 57,567 | - | 250,000 | Jasper County |
| 8th Street & Patterson Avenue | TS0423 | 284,577 | 35,977 | 150,000 | - | - | |
| Maiden Lane North of 7th Street | TS0424 | 87,387 | 1,255,676 | 1,255,676 | (1,168,289) | 50,466 | Traffic Material Refund |
| "B" Street West of Porter Avenue | TS0425 | 62,626 | 1,420,334 | 1,420,334 | - | - | |
| Texas Avenue - 32nd Street to 34th Street | TS0426 | 317,987 | 125,026 | 125,026 | 192,961 | - | |
| Joplin Avenue - 11th Street to 12th Street | TS0427 | 329,443 | 367,001 | 367,001 | (37,558) | 300,000 | CDBG Funds |
| 2nd Street West of Walnut Avenue | TS0428 | 78,480 | 74,945 | 74,945 | 3,535 | - | |
| 15th Street East of Delaware Avenue | TS0429 | 207,000 | 164,247 | 164,247 | 42,753 | 164,247 | Trans. Sales Tax Funds |
| 10th Street & Peters Avenue | TS0430 | 46,606 | 45,424 | 45,424 | 1,182 | - | |
| Schifferdecker Avenue at 32nd Street | TS0431 | 79,024 | - | - | 79,024 * | - | |
| Indiana Avenue - 20th Street to 22nd Street | TS0432 | 1,324,861 | 2,360,756 | 2,360,756 | (1,035,895) | 300,000 | CDBG Funds |
| Iowa Avenue - 20th Street to 24th Street | TS0433 | 1,379,048 | 130,955 | 130,955 | 1,248,093 | 130,955 | CDBG Funds |
| Old 32nd Street at McClelland Boulevard | TS0434 | 461,500 | 219,436 | 219,436 | 242,064 | 219,436 | Trans. Sales Tax Funds |
| 33rd Street West of Connecticut Avenue (Ditch) | TS0435 | 95,808 | 116,729 | 116,729 | (20,921) | - | |
| Connecticut Avenue North of 26th Street | TS0436 | 43,833 | 16,432 | 16,432 | 27,402 | 16,432 | Trans. Sales Tax Funds |
| Maiden Lane - 17th Street to 20th Street | TS0437 | 593,339 | - | - | 593,339 | - | |
| Main Street at 10th Street | TS0438 | 47,269 | 99,942 | 99,942 | (52,673) | - | |
| "A" Street West of Porter Avenue | TS0439 | 88,529 | 217,779 | 217,779 | (129,250) | - | |
| Perkins Street West of Monroe Avenue | TS0440 | 120,926 | 54,695 | 54,695 | 66,231 | - | |
| 32nd Street & Schifferdecker Avenue | TS0441 | 56,912 | - | - | 56,912 * | - | |
| 24th Street & Meadow Avenue | TS0442 | 515,749 | 458,333 | 458,333 | 57,416 | - | |
| 14th Street West of Joplin Avenue | TS0443 | 222,211 | 89,802 | 89,802 | 132,409 | - | |
| TOTAL STORMWATER PROJECTS | | $ 20,365,171 | $ 21,482,774 | $ 21,608,393 | $ (1,107,999) | $ 4,088,536 | |

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of April 30, 2016
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)



| | PARKS (41%) | STORMWATER (59%) | TOTAL |
|---|---|---|---|
| Beginning Fund Balance-FY 2016 | $ (3,358,801.00) | $ 4,749,892.00 | $ 1,391,091.00 |
| *Revenues:* | | | |
| Actual sales tax receipts in 2016 | 715,309.85 | 1,029,348.32 | 1,744,658.17 |
| Projected sales tax receipts in 2016 | 656,396.15 | 944,570.68 | 1,600,966.83 |
| Projected sales tax receipts in 2017 | 1,347,278.80 | 1,938,766.00 | 3,286,044.80 |
| Projected sales tax receipts in 2018 | 1,367,487.98 | 1,967,847.49 | 3,335,335.47 |
| Projected sales tax receipts in 2019 | 1,388,000.30 | 1,997,365.20 | 3,385,365.50 |
| Projected sales tax receipts in 2020 | 1,408,820.31 | 2,027,325.68 | 3,436,145.99 |
| Projected sales tax receipts in 2021 | 1,429,952.61 | 2,057,735.57 | 3,487,688.18 |
| Projected sales tax receipts in 2022 | 725,700.95 | 1,044,300.80 | 1,770,001.75 |
| Actual sales tax receipts-Prior Years | 4,575,454.44 | 6,584,190.58 | 11,159,645.02 |
| FEMA Flood Plain Buyout Grant-Prior Year | - | 94,980.47 | 94,980.47 |
| State Allocation Grant ($14 million award-disaster)-Current Year | 186,144.67 | - | 186,144.67 |
| State Allocation Grant ($14 million award-disaster)-Prior Years | - | 2,912,876.02 | 2,912,876.02 |
| Interest Income-Current Year | - | - | - |
| Interest Income-Prior Years | - | - | - |
| Total projected funding sources | $ 13,800,546.06 | $ 22,599,306.81 | $ 36,399,852.87 |
| *Expenditures:* | | | |
| Actual project costs to date-Prior Years | $ 7,720,519.26 | $ 4,537,115.19 | $ 12,257,634.45 |
| Actual TIF/Transfer payments to Developer to date-Prior Years | 213,735.54 | 305,039.82 | 518,775.36 |
| Actual costs to date-Current Year | 58,777.14 | 666,208.40 | 724,985.54 |
| Actual TIF/Transfer payments to Developer to date-Current Year | 43,944.50 | 63,237.21 | 107,181.71 |
| Sub-Total actual costs to date | $ 8,036,976.44 | $ 5,571,600.62 | $ 13,608,577.06 |
| Remaining estimated project costs | 5,010,140.00 | 15,210,426.00 | 20,220,566.00 |
| Total projected costs | $ 13,047,116.44 | $ 20,782,026.62 | $ 33,829,143.06 |
| Shortfall of estimated sales tax receipts | 753,429.62 | 1,817,280.19 | 2,570,709.81 |
| Future alternate source of Funding-CDBG/Grants/TST | - | 878,665.00 | 878,665.00 |
| Funding over/(under) | $ 753,429.62 | $ 2,695,945.19 | $ 3,449,374.81 |
| Initial estimated cost of projects | 12,792,950.00 | 18,507,050.00 | 31,300,000.00 |

Prepared by: Leslie Haase

# CITY OF JOPLIN, MISSOURI
## PARKS AND STORMWATER SALES TAX FUND
## PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016



| PARKS PROJECTS: | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST | AMOUNT OF ALTERNATE FUNDS | ALTERNATE SOURCE OF FUNDING |
|---|---|---|---|---|---|---|---|
| Annual Maintenance (10 Years) | TS0501 | $ 1,447,600 | $ 143,839 | $ 1,447,600 | $ - | $ - | |
| Softball Complex Amenities | TS0502 | 1,195,500 | 985,531 | 1,195,500 | - | - | |
| Trail Amenities (Benches, Receptacles & Trail Markers) | TS0503 | 200,100 | - | 200,100 | - | - | |
| Schifferdecker Park Improvements | TS0504 | 327,000 | 90,300 | 327,000 | - | - | |
| Parr Hill Park Improvements | TS0505 | 70,000 | - | 70,000 | - | - | |
| Skate Pods at Existing Parks | TS0506 | 240,000 | 305,796 | 305,796 | (65,796) | - | |
| Athletic Complex Improvements | TS0507 | 77,000 | 31,340 | 77,000 | - | - | |
| Cunningham Park Improvements | TS0508 | 150,000 | 78,000 | 150,000 | - | - | |
| Ewert Park Improvements | TS0509 | 50,000 | - | 50,000 | - | - | |
| McClelland to Town Green via Tin Cup Trail | TS0510 | 1,098,250 | 241,468 | 1,098,250 | - | - | |
| Campbell Parkway Improvements | TS0511 | 60,000 | - | 60,000 | - | - | |
| Garvin Park Improvements | TS0512 | 13,000 | - | 13,000 | - | - | |
| Leonard Park Improvements | TS0513 | 45,000 | - | 45,000 | - | - | |
| McClelland Park Improvements | TS0514 | 63,500 | - | 63,500 | - | - | |
| Humphrey Park Improvements | TS0515 | 57,000 | - | 57,000 | - | - | |
| Overlay 6 Outdoor Basketball/7 Tennis Court Improvements | TS0516 | 227,500 | - | 227,500 | - | - | |
| Landreth Park Improvements | TS0517 | 120,000 | - | 120,000 | - | - | |
| Spiva Park Improvements | TS0518 | 50,000 | - | 50,000 | - | - | |
| Wildcat Glades & Audubon Center Annual Support | TS0519 | 150,000 | 120,833 | 150,000 | - | - | |
| Low Water Bridge to Grand Falls Trail | TS0520 | 1,300,000 | - | 1,300,000 | - | - | |
| Aquatic Center - Option B | TS0521 | 5,800,000 | 5,768,803 | 5,768,803 | 31,197 | - | |
| Off Leash Dog Park - Landreth West/Dover South | TS0522 | 51,500 | 13,388 | 13,388 | 38,112 | - | |
| TOTAL PARKS PROJECTS | | $ 12,792,950 | $ 7,779,297 | $ 12,789,437 | $ 3,513 | $ - | |

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

Prepared by: Sherri McCulloch
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# CITY OF JOPLIN, MISSOURI
## PARKS AND STORMWATER SALES TAX FUND
## PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016



| | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST | AMOUNT OF ALTERNATE FUNDS | ALTERNATE SOURCE OF FUNDING |
|---|---|---|---|---|---|---|---|
| **STORMWATER PROJECTS:** | | | | | | | |
| Minor System Improvements ($96,185 Annual Expense) | TS0601 | $ 961,850 | $ 167,311 | $ 961,850 | $ - | $ - | |
| Ditch & Detention Pond Mtce ($300,000 Annual Expense) | TS0602 | 3,000,000 | 530,460 | 3,000,000 | - | - | |
| Catch Basin & Closed System Mtce ($250,000 Annual Expense) | TS0603 | 2,500,000 | 454,501 | 2,500,000 | - | - | |
| Regional Detention, NE side of Murphy Blvd. & S. of 15th | TS0604 | 774,200 | - | - | 774,200 | - | |
| Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant | GSTA09 | - | 801,928 | 801,928 | (801,928) | 801,928 | State Grant |
| Regional Detention, W. of Arizona & N. of 32nd | TS0605 | 2,652,000 | - | - | - | - | |
| Regional Detention, W. of Arizona & N. of 32nd - State Grant | GSTA03 | - | 1,270,942 | 1,782,874 | - | 1,782,874 | State Grant |
| Storm Sewer Improvements, Illinois between 7th & 9th | TS0606 | 987,000 | 26,071 | 987,000 | - | - | |
| Regional Detention, 15th & Massachusetts | TS0607 | 1,543,000 | 83,065 | 1,543,000 | - | - | |
| Culvert Improvements, Lone Elm & Murphy Blvd. | TS0608 | 565,000 | - | 565,000 | - | - | |
| Ditch & Culvert Improvements, Connecticut between 32nd & 35th | TS0609 | 656,000 | 19,999 | 656,000 | - | - | |
| Ditch & Culvert Improvements, Connecticut between 35th & 37th | TS0610 | 518,000 | 13,502 | 518,000 | - | - | |
| Channel Improvement, Canterbury Ditch 3rd to 7th | TS0611 | 1,163,000 | - | 1,163,000 | - | - | |
| Ditch & Culvert Improvements, 4th & School Avenue | TS0612 | 739,000 | 160,028 | 739,000 | - | - | |
| Ditch Improvements, Euclid & Odessa/Rolla | TS0613 | 525,000 | 100,051 | 525,000 | - | - | |
| Ditch & Culvert Improvements, 10th & Peters Avenue | TS0614 | 556,000 | 67,041 | 556,000 | - | - | |
| New Culvert System, Michigan between 30th & 27th | TS0615 | 621,000 | - | - | - | - | |
| New Culvert System, Michigan between 30th & 27th - State Grant | GSTA04 | - | 1,100,974 | 1,100,974 | - | 1,100,974 | State Grant |
| Ditch Improvements, 2nd & Oliver/McCoy | TS0616 | 119,000 | - | 119,000 | - | - | |
| New Culvert System, Hill between Division & Mineral | TS0617 | 269,000 | 81,327 | 269,000 | - | - | |
| Curb Inlet Improvements, 4th & Tyler/Adele | TS0618 | 358,000 | 207,313 | 207,313 | 150,687 | - | |
| Joplin Creek, East Drainage Basin | TS0619 | 2,300,000 | - | 2,300,000 | - | - | |
| Joe Becker Stadium | TS0620 | - | 26,075 | 26,075 | (26,075) | - | |
| Airport - Public Safety Training Center | TS0621 | 92,734 | 92,734 | 92,734 | - | - | |
| TOTAL STORMWATER PROJECTS | | $ 20,899,784 | $ 5,203,322 | $ 20,413,748 | $ 96,884 | $ 3,685,776 | |

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

These projects are under a State Grant approved in 2013. The City received a State Grant following the tornado for infrastructure repairs within the tornado zone.

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of April 30, 2016
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

| | | CAPITAL IMPROVEMENT PROJECTS |
|---|---|---|
| Beginning Fund Balance-FY 2016 | $ | 13,054,351.18 |
| *Revenues:* | | |
| Actual sales tax receipts-Prior Years | | 47,227,588.86 |
| Interest Income-Current Year | | - |
| Interest Income-Prior Years | | 1,277,296.49 |
| Insurance Settlement-Prior Years | | 335,000.00 |
| Sale of Real Property-Current Year | | - |
| Sale of Real Property-Prior Year | | 228,950.01 |
| Property Lease Income-Current Year | | - |
| Property Lease Income-Prior Years | | 36,764.78 |
| Traffic Material Repairs-Current Year | | - |
| Traffic Material Repairs-Prior Years | | 157,255.94 |
| 32nd & Main-MoDot Reimbursement-Current Year | | - |
| 32nd & Main-MoDot Reimbursement-Prior Year | | 3,972,525.59 |
| Zora/Main Exchange MoDot Grant-Current Year | | - |
| Zora/Main Exchange MoDot Grant-Prior Years | | 430,991.97 |
| TIGER II Grant-Current Year | | - |
| TIGER II Grant-Prior Year | | 6,980,373.20 |
| Transportation Sales Tax Subsidy-Current Year | | - |
| Transportation Sales Tax Subsidy-Prior Years | | 7,000,000.20 |
| Local Government Participating-Current Year | | - |
| Local Government Participating-Prior Years | | 2,533,094.56 |
| Total projected funding sources | $ | 70,179,841.60 |
| *Expenditures:* | | |
| Actual project costs to date-Prior Years | $ | 55,613,395.68 |
| Actual TIF payments to Developer to date-Prior Years | | 1,512,094.74 |
| Actual project costs to date-Current Year | | 4,089,592.32 |
| Actual TIF/Transfer payments to Developer to date-Current Year | | - |
| Sub-total actual costs to date | $ | 61,215,082.74 |
| Remaining estimated project costs | | 5,052,654.00 |
| Total projected costs | $ | 66,267,736.74 |
| Shortfall of estimated sales tax receipts | | 3,912,104.86 |
| Future alternate source of funding | | 5,019,627.00 |
| Funding over/(under) | $ | 8,931,731.86 |
| Initial estimated cost of projects | | 60,312,875.00 |

Note: Sales tax receipts for fiscal year 2013-(3.3%) Decrease
Sales tax receipts for fiscal year 2012-2.1% Increase
Sales tax receipts for fiscal year 2011-8% Increase
Sales tax receipts for fiscal year 2010-0.26% Increase
Sales tax receipts for fiscal year 2009-(4.67%) Decrease
Sales tax receipts for fiscal year 2008-1.10% Increase
Sales tax receipts for fiscal year 2007-1.24% Increase

Prepared by: Leslie Haase

Report 8

# CITY OF JOPLIN, MISSOURI
## CAPITAL IMPROVEMENT SALES TAX FUND
## PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016

| | | | | | | FUNDING SOURCES | | | |
|---|---|---|---|---|---|---|---|---|---|
| | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST | TRANSPORTATION SALES TAX | GRANT REVENUE | CAPITAL IMPROVEMENT SALES TAX | TOTAL OF ALL FUNDING SOURCES |
| CAPITAL IMPROVEMENT PROJECTS: | | | | | | | | | |
| City Overlay Program | TC0502 | $ 5,375,000 | $ 5,433,637 | $ 5,433,637 | $ - | $ - | $ - | $ 5,433,637 | $ 5,433,637 |
| 32nd Street (Main to Jackson) & Jackson Realignment | TC0503 | 2,687,500 | 2,569,515 | 2,569,515 | 117,985 | 977,444 | 150,000 | 1,442,071 | 2,569,515 |
| 32nd Street & Main Intersection | TC0504 | 4,300,000 | 6,158,463 | 6,158,463 | (1,858,463) | - | 4,396,913 | 1,761,550 | 6,158,463 |
| Connecticut Avenue from Murphy to 30th Street | IS0401 | 6,450,000 | 9,029,191 | 9,029,191 | (2,579,191) | 2,345,865 | - | 6,683,326 | 9,029,191 |
| Maiden Lane from 20th to 30th | TC0505 | 2,150,000 | 591,871 | 591,871 | - | 781,955 | - | (190,084) | 591,871 |
| Maiden Lane from 9th to 17th | TC0506 | 2,150,000 | 517,295 | 517,295 | - | 781,955 | - | (264,660) | 517,295 |
| Maiden Lane - TIGER Grant Portion | TG0520 | 3,871,360 | 5,285,163 | 5,745,260 | - | - | 4,346,085 | 1,399,175 | 5,745,260 |
| 20th & Main Intersection | TC0507 | 1,505,000 | 406,501 | 406,501 | 1,098,499 | - | - | 406,501 | 406,501 |
| Connecticut Viaduct at 26th Street | TC0508 | 4,300,000 | 5,364,810 | 5,364,810 | (1,064,810) | 3,263,910 | 694,057 | 1,406,843 | 5,364,810 |
| Schifferdecker Avenue, 7th to 32nd Street | TC0509 | 2,687,500 | 348,606 | 348,606 | 2,338,894 | 977,444 | - | (628,838) | 348,606 |
| Schifferdecker - TIGER Grant Portion | TG0519 | 1,558,148 | 2,370,992 | 2,370,992 | (812,844) | - | 1,558,148 | 812,844 | 2,370,992 |
| Murphy Blvd. from North Main to 7th | TC0501 | 1,671,625 | 152,681 | 152,681 | 1,518,944 | 152,681 | - | (0) | 152,681 |
| Zora & Main Interchange & Overpass | TC0510 | 15,050,000 | 5,062,143 | 5,062,143 | 9,987,857 | 1,915,263 | - | 3,146,880 | 5,062,143 |
| 26th Street, Maiden Lane to Schifferdecker | TC0511 | 1,881,250 | 365,762 | 365,762 | 1,515,488 | 684,211 | - | (318,448) | 365,762 |
| 26th Street - TIGER Grant Portion | TG0521 | 2,069,375 | 2,887,535 | 2,887,535 | (818,160) | - | 2,069,375 | 818,160 | 2,887,535 |
| Zora from Range Line to Main | TC0512 | 2,150,000 | 734,438 | 2,150,000 | - | 781,955 | - | 1,368,045 | 2,150,000 |
| Broadway/Buchanan Road from St. Louis to Florida | TC0513 | 1,290,000 | 1,086,041 | 1,086,041 | 203,959 | 469,173 | - | 616,868 | 1,086,041 |
| West Bypass Corridor Study | TC0514 | 161,250 | 202,115 | 202,115 | (40,865) | - | 161,250 | 40,865 | 202,115 |
| St. Louis from Broadway to Zora | TC0515 | 1,827,500 | 533,539 | 1,827,500 | - | 664,662 | - | 1,162,838 | 1,827,500 |
| Existing Traffic Signal Upgrades | TC0516 | 2,150,000 | 1,604,788 | 2,150,000 | - | 781,955 | - | 1,368,045 | 2,150,000 |
| CR 190, 32nd Street to Interstate 44 | TC0517 | 2,150,000 | 1,429,147 | 1,429,147 | 720,853 | 781,955 | 1,000,000 | (352,808) | 1,429,147 |
| Tristate Road, 1st Street to Perkins | TC0518 | 376,250 | 907,844 | 907,844 | (531,594) | 136,842 | - | 771,002 | 907,844 |
| 20th Street Overpass - TIGER Grant | TG0522 | 3,261,716 | 6,038,178 | 7,376,000 | - | - | 3,770,200 | 3,605,800 | 7,376,000 |
| 20th Street Transit - TIGER Grant | TG0524 | 468,192 | 622,732 | 622,732 | (154,540) | - | 256,192 | 366,540 | 622,732 |
| TOTAL CAPITAL IMPROVEMENT PROJECTS | | $ 71,541,666 | $ 59,702,988 | $ 64,755,642 | $ 9,642,012 | $ 15,497,269 | $ 18,402,220 | $ 30,856,153 | $ 64,755,642 |

Notes:
TC0508 - Grant revenue includes $400,000 for 2 railroad crossings and $294,057 for KCS contribution towards construction costs.
TC0517 - Grant revenue includes $500,000 from Joplin Special Road District and $500,000 from Jasper County, payable $100,000 each per year.
Project Completed in Current Quarter
Project Complete
These projects are under the TIGER grant approved in 2012. Certain CIP projects are being used as the match portion of the TIGER grant.

Prepared by: Sherri McCulloch
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# CAPITAL IMPROVEMENT SALES TAX FUND PHASE II
## PROJECT ANALYSIS
AS OF April 30, 2016
Sunset Date 1/1/25, Sales Tax Rate .375% (3/8)

| | | CAPITAL IMPROVEMENT PROJECTS |
|---|---|---|
| Beginning Fund Balance-FY 2016 | $ | 2,455,634.80 |
| *Revenues:* | | |
| Actual sales tax receipts in 2016 | | 2,616,919.68 |
| Remaining sales tax receipts in 2016 | | 2,401,518.32 |
| Projected sales tax receipts | | 43,502,274.71 |
| Actual sales tax receipts-Prior Years | | 2,574,254.29 |
| Interest Income-Current Year | | 54,584.71 |
| Interest Income-Prior Years | | - |
| Local Government Participating-Current Year | | - |
| Local Government Participating-Prior Years | | - |
| Total projected funding sources | $ | 51,149,551.71 |
| *Expenditures:* | | |
| Actual project costs to date-Prior Years | $ | 103,840.19 |
| Actual TIF payments to Developer to date-Prior Years | | 14,779.30 |
| Actual project costs to date-Current Year | | 267,562.99 |
| Actual TIF/Transfer payments to Developer to date-Current Year | | 150,054.42 |
| Sub-total actual costs to date | $ | 536,236.90 |
| Remaining estimated project costs | | 51,281,597.00 |
| Total projected costs | $ | 51,817,833.90 |
| Shortfall of estimated sales tax receipts | | (668,282.19) |
| Future alternate source of funding | | 5,576,776.00 |
| Funding over/(under) | $ | 4,908,493.81 |
| Initial estimated cost of projects | | 51,653,000.00 |

Prepared by: Leslie Haase

# CITY OF JOPLIN, MISSOURI
## CAPITAL IMPROVEMENT SALES TAX FUND
## CAPITAL IMPROVEMENT II PROJECTED COSTS COMPARED TO ACTUAL COSTS
## INCEPTION TO DATE THRU 2nd QUARTER FY 2016

| | PROJECT CODE | ORIGINAL PROJECTED COST | ACTUAL COST TO DATE | REVISED PROJECTED COST | COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST | FUNDING SOURCES: TRANSPORTATION SALES TAX | FUNDING SOURCES: GRANT REVENUE | FUNDING SOURCES: CAPITAL IMPROVEMENT SALES TAX | FUNDING SOURCES: TOTAL OF ALL FUNDING SOURCES |
|---|---|---|---|---|---|---|---|---|---|
| CAPITAL IMPROVEMENT II PROJECTS: | | | | | | | | | |
| 32nd Street - Schifferdecker to Country Club Road | TC0601 | $ 5,939,000 | $ 5,210 | $ 5,939,000 | $ - | $ - | $ - | $ 5,939,000 | $ 5,939,000 |
| 32nd Street - Country Club to Central City Road | TC0602 | 6,220,000 | 182,548 | 6,220,000 | - | - | - | 6,220,000 | 6,220,000 |
| Neighborhood Transportation Improvements | TC0603 | 1,500,000 | 32,240 | 1,500,000 | - | - | - | 1,500,000 | 1,500,000 |
| Street Surface Repair | TC0604 | 2,500,000 | 20,758 | 2,500,000 | - | - | - | 2,500,000 | 2,500,000 |
| Intersection Improvements | TC0605 | 2,500,000 | 14,201 | 2,500,000 | - | - | - | 2,500,000 | 2,500,000 |
| Connecticut - 32nd to 44th | TC0606 | 8,085,000 | 420 | 8,085,000 | - | - | - | 8,085,000 | 8,085,000 |
| 44th Street - Rangeline to Connecticut | TC0607 | 6,135,000 | 5,409 | 6,135,000 | - | - | - | 6,135,000 | 6,135,000 |
| Zora - Rangeline to MO 249 | TC0608 | 3,308,000 | 80,366 | 3,308,000 | - | - | - | 3,308,000 | 3,308,000 |
| Connecticut - Overpass at I-44 | TC0609 | 5,374,000 | 903 | 5,374,000 | - | - | - | 5,374,000 | 5,374,000 |
| 6th Street & Virginia Parking Garage Modifications | TCO610 | 2,687,000 | - | 2,687,000 | - | - | - | 2,687,000 | 2,687,000 |
| 20th Street - Schifferdecker to Country Club Road ROW | TC0611 | 720,000 | - | 720,000 | - | - | - | 720,000 | 720,000 |
| 20th Street - Schifferdecker to Country Club Road | TC0612 | 5,112,000 | - | 5,112,000 | - | - | - | 5,112,000 | 5,112,000 |
| Jackson - Bridge Replacement at Shoal Creek | TC0613 | 973,000 | 4,432 | 973,000 | - | - | - | 973,000 | 973,000 |
| Schifferdecker - New Bridge at Turkey Creek | TC0614 | 600,000 | 24,914 | 600,000 | - | - | - | 600,000 | 600,000 |
| TOTAL CAPITAL IMPROVEMENT II PROJECTS | | $ 51,653,000 | $ 371,403 | $ 51,653,000 | $ - | $ - | $ - | $ 51,653,000 | $ 51,653,000 |

Notes:
Project Completed in Current Quarter
Project Complete

Prepared by: Sherri McCulloch
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PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2016
Sales Tax Rate .50% (1/2)

Report 12

| | PS SALES TAX FY 2016 | PS SALES TAX FY 2015 | PS SALES TAX FY 2014 | PS SALES TAX FY 2013 | PS SALES TAX FY 2012 | PS SALES TAX FY 2011 | PS SALES TAX FY 2010 | PS SALES TAX FY 2009 | PS SALES TAX FY 2008 | PS SALES TAX GRAND TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| Beginning Fund Balance | $ 10,247,328 | $ 12,098,927 | $ 10,952,669 | $ 12,306,432 | $ 12,404,776 | $ 10,218,565 | $ 8,340,901 | $ 6,588,782 | $ 2,714,594 | $ - |
| ***Revenues:*** | | | | | | | | | | |
| Sales tax receipts | $ 3,488,983 | $ 6,797,065 | $ 6,567,783 | $ 6,209,357 | $ 6,417,984 | $ 6,281,860 | $ 5,815,642 | $ 5,804,622 | $ 6,087,513 | $ 56,790,393 |
| Land Donation | - | - | - | - | - | - | 36,000 | - | - | 36,000 |
| Total Revenue | $ 3,488,983 | $ 6,797,065 | $ 6,567,783 | $ 6,209,357 | $ 6,417,984 | $ 6,281,860 | $ 5,851,642 | $ 5,804,622 | $ 6,087,513 | $ 56,826,393 |
| ***Expenditures:*** | | | | | | | | | | |
| *Public Works:* | | | | | | | | | | |
| Electric Charges-Street Lights | $ 167,002 | $ 308,949 | $ 336,952 | $ 342,831 | $ 244,282 | $ 207,346 | $ 96,725 | $ 31,975 | $ 7,257 | $ 1,743,625 |
| Sub-Total Public Works | $ 167,002 | $ 308,949 | $ 336,952 | $ 342,831 | $ 244,282 | $ 207,346 | $ 96,725 | $ 31,975 | $ 7,257 | $ 1,743,625 |
| *Police:* | | | | | | | | | | |
| Wages & Benefits | $ 750,224 | $ 1,779,680 | $ 1,812,395 | $ 2,377,418 | $ 1,670,021 | $ 1,608,017 | $ 1,506,077 | $ 1,791,349 | $ 797,786 | $ 14,193,573 |
| Wearing Apparel | 7,549 | 15,195 | 14,325 | 17,404 | 15,767 | 14,201 | 18,075 | 30,240 | 24,607 | 170,355 |
| Maintenance Supplies | - | - | - | - | 900 | 833 | 979 | 745 | 1,185 | 5,615 |
| Operational Supplies | 10,852 | 13,731 | 12,493 | 15,739 | 21,317 | 19,529 | 27,283 | 36,281 | 33,897 | 206,584 |
| Computer Peripherals | - | - | - | - | - | - | 1,997 | - | - | 1,997 |
| General Office Supplies | - | 607 | 563 | 1,271 | 588 | 907 | 1,151 | 1,009 | 157 | 6,254 |
| Small Office Equipment | - | - | - | - | | - | - | - | 490 | 490 |
| Small Office Furnishings | - | 450 | - | 480 | | - | - | - | 1,845 | 2,775 |
| Chemical & Laboratory Suppl | 772 | 2,304 | 2,121 | 1,893 | 2,245 | 1,871 | 457 | 3,513 | 1,252 | 16,539 |
| Telephone Charges | 8,380 | 11,007 | 9,274 | 8,060 | 6,140 | 4,300 | 3,214 | 3,192 | 1,854 | 55,422 |
| Cellular Telephone | 158 | 220 | - | - | - | - | - | - | - | 378 |
| Fuel, Oil & Diesel | 3,859 | 18,416 | 30,159 | 40,768 | 51,756 | 58,639 | 46,095 | 28,261 | 39,634 | 317,586 |
| Central Garage Repairs | 4,427 | 12,970 | 15,863 | 35,559 | 44,647 | 40,489 | 33,738 | 16,688 | 19,287 | 223,667 |
| Vehicle Lease | - | - | - | - | | - | - | 2,700 | - | 2,700 |
| Vehicle Cleaning | - | - | - | - | | - | - | - | 226 | 226 |
| Laundry Services | - | - | - | 273 | 1,270 | 979 | 764 | 2,343 | 500 | 6,129 |
| Maintenance Contracts & Agr | 15,025 | 41,650 | 41,704 | 40,886 | 40,395 | 43,684 | 34,804 | 35,934 | 41,599 | 337,317 |
| Travel Expenses | 1,914 | 2,573 | 2,106 | 3,226 | 4,244 | 1,216 | 3,712 | 9,927 | 6,383 | 38,254 |
| Conferences & Seminars | 5,940 | 11,185 | 9,742 | 5,915 | 4,255 | 2,555 | 5,654 | - | - | 45,246 |
| Dues & Memberships | 40 | 35 | 80 | - | - | - | - | - | - | 155 |
| Publications & Subscriptions | - | - | - | - | | - | 798 | - | - | 798 |
| Printing Services | - | - | - | 817 | 504 | 320 | 1,160 | 1,090 | - | 3,891 |
| Liability Insurance | 16,481 | 29,981 | 27,900 | 32,203 | 24,571 | - | - | - | - | 131,136 |

Prepared by: Leslie Haase

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PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2016
Sales Tax Rate .50% (1/2)

Report 12

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Land Acquisition | - | - | - | - | | - | - | 198,456 | - | 198,456 |
| Motor Vehicles | 64,764 | 31,781 | - | 89,241 | | - | - | 171,408 | 142,288 | 590,908 |
| Building Improvements | - | - | 5,153 | - | - | - | - | - | - | 5,153 |
| Operating Equipment | 34,848 | 26,331 | 14,988 | 12,462 | | - | - | 17,764 | 31,401 | 137,794 |
| Computer Equipment | - | 2,415 | 3,608 | | | - | 19,673 | 167,488 | 200,574 | 640,076 |
| Transfers Out | 342,402 | 655,959 | 649,951 | 598,436 | 582,896 | 572,782 | 527,425 | 505,943 | 352,527 | 4,788,321 |
| Sub-Total Police | $ 1,267,633 | $ 2,656,488 | $ 2,652,426 | $ 3,282,052 | $ 2,471,515 | $ 2,370,322 | $ 2,233,056 | $ 3,024,331 | $ 1,697,491 | $ 22,127,793 |
| *Fire:* | | | | | | | | | | |
| Wages & Benefits | $ 748,004 | $ 1,562,845 | $ 1,383,475 | $ 1,840,181 | $ 1,256,016 | $ 387,432 | $ 320,276 | $ 679,111 | $ 205,174 | $ 8,397,441 |
| Wearing Apparel | 2,598 | 4,662 | 3,066 | 1,787 | 12,528 | 3,237 | 1,399 | 2,250 | 2,852 | 34,379 |
| Operational Supplies | - | 58 | 6,034 | 3,236 | 5,017 | 4,549 | 2,334 | 1,340 | - | 22,567 |
| Safety Equipment | 1,977 | 10,378 | 6,421 | 15,135 | 45,715 | 13,875 | 10,083 | 2,407 | 8,084 | 114,675 |
| Electric Charges | 9,995 | 41,476 | 32,558 | 17,884 | 10,316 | - | - | - | - | 112,229 |
| Gas Charges | 502 | 1,569 | 4,391 | 3,153 | 392 | - | - | - | - | 10,008 |
| Telephone Charges | 4,703 | 3,099 | 185 | 97 | 44 | - | - | - | - | 8,128 |
| Water Charges | 4,826 | 12,813 | 10,497 | 5,074 | 3,433 | - | - | - | - | 36,644 |
| Sanitation Charges | 873 | 1,757 | 231 | 283 | 66 | - | - | - | - | 3,210 |
| Fuel, Oil & Diesel | 241 | 460 | - | - | - | - | - | - | - | 702 |
| Pest Control | 270 | 405 | 270 | - | 70 | - | - | - | - | 1,015 |
| Property Repairs | 314 | 1,178 | 203 | - | - | - | - | - | - | 1,696 |
| Central Garage Repairs | 315 | 1,355 | 120 | - | - | - | - | - | - | 1,790 |
| FEMA Cleanup Fees | - | - | 4,828 | 1,081,134 | - | - | - | - | - | 1,085,962 |
| Maintenance Contracts & Agr | 4,131 | 10,621 | 10,170 | 8,844 | 8,454 | 7,830 | 6,418 | 7,129 | 10,232 | 74,244 |
| Travel Expenses | 2,038 | 101 | 786 | - | | - | 56 | 257 | - | 3,237 |
| Conferences & Seminars | 545 | - | 800 | - | | - | 95 | - | - | 1,440 |
| Paramedic Training | 545 | 300 | 1,634 | 2,077 | 1,737 | 9,927 | - | - | - | 16,220 |
| Educational Materials | - | - | - | 2,108 | | 1,093 | 1,360 | - | - | 4,561 |
| Liability Insurance | 16,775 | 27,647 | 25,924 | 24,606 | 5,158 | - | - | - | - | 100,110 |
| Building Acquisitions | 4,590 | - | - | 3,401 | 1,417,438 | 676,141 | 51,332 | 1,231 | - | 2,154,134 |
| Land Acquisition | 155,890 | - | - | - | | - | 36,000 | - | - | 191,890 |
| Motor Vehicles | - | - | 28,262 | 296,063 | 545,069 | - | 858,209 | - | - | 1,727,603 |
| Emergency Operating Equip | - | - | 8,556 | 2,086 | 114,738 | 92,826 | - | - | - | 218,206 |
| Computer Equipment | - | - | - | 5,294 | 7,796 | - | 649 | - | 16,360 | 94,799 |
| Transfers Out | 187,077 | 333,048 | 323,098 | 289,830 | 168,692 | 156,327 | 140,969 | 104,753 | 69,501 | 1,773,296 |
| Sub-Total Fire | $ 1,146,208 | $ 2,013,774 | $ 1,851,510 | $ 3,602,273 | $ 3,602,678 | $ 1,353,236 | $ 1,429,181 | $ 798,478 | $ 312,203 | $ 16,190,186 |
| *PS Training Center:* | | | | | | | | | | |
| Janitorial Supplies | $ 228 | $ 90 | $ - | $ 1,541 | $ - | $ - | $ - | $ - | $ - | $ 1,859 |
| Maintenance Supplies | 95 | - | - | - | - | - | - | - | - | 95 |
| Operational Supplies | 158 | 585 | 402 | 781 | - | - | - | - | - | 1,926 |
| General Office Supplies | 499 | 341 | 297 | 357 | - | - | - | - | - | 1,495 |
| Small Office Furnishings | - | - | 152 | - | - | - | - | - | - | 152 |

Prepared by: Leslie Haase

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PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2016
Sales Tax Rate .50% (1/2)

Report 12

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Facility Lease & Rental | 9,950 | 23,880 | 23,880 | 3,980 | | | | | | 61,690 |
| Electric Charges | 658 | 148 | - | - | - | - | - | - | - | 806 |
| Gas Charges | 6,214 | - | - | - | - | - | - | - | - | 6,214 |
| Telephone Charges | 7,766 | 13,683 | 11,209 | 3,140 | | | | | | 35,797 |
| Wastewater Charges | 436 | 3,043 | | | | | | | | 3,480 |
| Sanitation Charges | 342 | - | - | - | - | - | - | - | - | 342 |
| Fuel, Oil & Diesel | 78 | - | - | - | - | - | - | - | - | 78 |
| Property Repairs | 125 | 853 | - | - | - | - | - | - | - | 978 |
| Contractor Fees | - | - | 2,079 | - | - | - | - | - | - | 2,079 |
| Maintenance Contracts & Agr | 5,500 | 5,500 | | | | | | | | 11,000 |
| Educational Materials | 1,527 | 4,658 | 5,500 | - | - | - | - | - | - | 11,685 |
| Copy Services | 6,773 | 10,850 | | | | | | | | 17,624 |
| Fees & Permits | - | 370 | - | - | - | - | - | - | - | 370 |
| Liability Insurance | 2,521 | 4,110 | | | | | | | | 6,631 |
| Building Acquisitions | 257,258 | 3,213,429 | 180,511 | - | - | - | - | - | - | 3,651,197 |
| Office Equipment | - | - | - | 15,748 | - | - | - | - | - | 15,748 |
| Office Furnishings | - | - | - | 34,651 | - | - | - | - | - | 34,651 |
| Computer Equipment | - | - | - | 3,631 | - | - | - | - | - | 3,631 |
| Sub-Total PS Training Center | $ 300,128 | $ 3,281,540 | $ 224,029 | $ 63,830 | $ - | $ - | $ - | $ - | $ - | $ 3,869,527 |
| TIF Payments to Developer | $ 225,030 | $ 387,912 | $ 356,607 | $ 272,134 | $ 197,854 | $ 164,746 | $ 215,016 | $ 197,719 | $ 196,373 | $ 2,264,951 |
| Sub-Total TIF Payments Out | $ 225,030 | $ 387,912 | $ 356,607 | $ 272,134 | $ 197,854 | $ 164,746 | $ 215,016 | $ 197,719 | $ 196,373 | $ 2,264,951 |
| Total Expenditures | $ 3,106,001 | $ 8,648,664 | $ 5,421,525 | $ 7,563,120 | $ 6,516,328 | $ 4,095,649 | $ 3,973,978 | $ 4,052,503 | $ 2,213,324 | $ 46,196,082 |
| Net Change in Fund Balance | $ 382,982 | $ (1,851,598) | $ 1,146,258 | $ (1,353,763) | $ (98,344) | $ 2,186,211 | $ 1,877,664 | $ 1,752,119 | $ 3,874,188 | $ 10,630,311 |
| Ending Fund Balance | $ 10,630,311 | $ 10,247,328 | $ 12,098,927 | $ 10,952,669 | $ 12,306,432 | $ 12,404,776 | $ 10,218,565 | $ 8,340,901 | $ 6,588,782 | $ 10,630,311 |

Prepared by: Leslie Haase

4:12 PM 5/9/2016

# CITY OF JOPLIN, MISSOURI
## PUBLIC SAFETY SALES TAX
## PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of April 30, 2016

| DESCRIPTION | PER PERSON | | ORIGINAL PROJECTED COSTS | ANNUAL FY 2016 COSTS | PRIOR YEARS COSTS | GRAND TOTAL COSTS | SUMMARY/EXPLANATION |
|---|---|---|---|---|---|---|---|
| ***OPERATIONAL EXPENDITURES (ANNUAL):*** | | | | | | | |
| 25 Additional Police Officers (5 Addtl/5 Shifts) | 70,782 | * | 1,769,550 | 1,043,840 | 17,308,279 | 18,352,119 | 25 Police Officers hired |
| 5 Detectives/Crime Analyst/Drug Interdiction | 70,782 | * | 353,910 | 208,768 | 2,568,828 | 2,777,596 | 5 Police Officer/Detectives hired |
| 15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage) | 48,379 | | 725,685 | 672,400 | 5,147,814 | 5,820,214 | 15 Firefighters hired |
| 3 Coverage Firefighters for Current Operations | 48,379 | | 145,137 | 134,480 | 2,031,685 | 2,166,165 | 3 Firefighters hired |
| Increase Station 3 Personnel to 4 Staff | 48,379 | | 145,137 | 134,480 | 2,031,685 | 2,166,165 | 3 Firefighters hired |
| 12 Firefighters for 2nd Additional Station | 48,379 | | 580,548 | | | | |
| Fire Training Captain | 56,051 | | 56,051 | 44,827 | 493,511 | 538,338 | 1 Fire Training Captain hired |
| Neighborhood Security Light Program (3,700 Additional at $250 each annually) | | | 925,000 | 167,002 | 1,576,622 | 1,743,624 | 2,400 Streetlights |
| | | | | - | | | |
| Wireless Access for Public Safety | | | 50,000 | 19,156 | 392,405 | 411,561 | Monthly Recurring Charge |
| Police Substation | | | 10,000 | - | 198,456 | 198,456 | Substation to be repaid |
| Public Safety Training Center | | | - | 42,870 | 111,629 | 154,499 | |
| Sub-Total Operational Ongoing Costs | | | 4,761,018 | 2,467,823 | 31,860,914 | 34,328,737 | |
| ***CAPITAL EXPENDITURES (ONE-TIME):*** | | | | | | | |
| Mobile Data Computers | | | 375,000 | | 326,190 | 326,190 | MDC's-58 for Police & 15 for Fire Installed |
| 1st Additional Westside Station | | | 1,325,000 | - | 2,194,100 | 2,194,100 | Construction Complete |
| Engine for Westside Station | | | 450,000 | - | 728,053 | 728,053 | Engine Purchased |
| First Response Vehicle for Westside Station | | | 200,000 | - | 303,443 | 303,443 | Rescue Purchased |
| Brush Truck for Westside Station | | | 50,000 | - | 32,376 | 32,376 | Brush Truck Purchased |
| Joint Fire/Police Training Center | | | 3,000,000 | 257,258 | 3,457,770 | 3,715,028 | Phase I Complete |
| Ladder Truck Replacement for Station 1 | | | 1,000,000 | | 858,209 | 858,209 | Ladder Truck Obtained |
| Handheld Ticket Writers ($5,000 @ 46) | | | 230,000 | | 75,664 | 75,664 | Software Based Ticket Writers |
| Public Safety AS/400 New Unit | | | 100,000 | | 127,476 | 127,476 | Installation Complete |
| 2nd Additional Eastside Station | | | 1,325,000 | 155,890 | | | |
| Engine for Eastside Station | | | 450,000 | | | | |
| Additional Joint Fire/Police Training Center Needs | | | 2,000,000 | | | | |
| Rebuild Fire Stations lost in tornado | | | | - | 1,085,962 | 1,085,962 | Stations rebuilt |
| Sub-Total One-Time Capital Costs | | | 10,505,000 | 413,148 | 9,189,243 | 9,446,501 | |
| TIF Expense Payments to Developer | | | | 225,030 | 2,039,921 | 2,264,951 | |
| **GRAND TOTAL ACTUAL EXPENDITURES** | | | | **3,106,001** | **43,090,079** | **46,040,190** | |

*The cost of additional dispatchers and vehicles is included in the per person police officer cost.
**Support Growth of $558,000 and Replacement Reserve of $600,000 not shown.
Completed Capital Items

Prepared by: Leslie Haase

4:22 PM5/9/2016

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 20, 2016**

**Item: RESOLUTION NO. 2016-010**
**Originating Department: FINANCE DEPARTMENT**

Attachments: 1) Resolution No. 2016-010 2) TIF Financial Report and Annual Report

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

Recommended Action: Approve Progress of TIF Redevelopment Plan

**SUMMARY/REQUEST:**
The City of Joplin approved the Northpark Crossing TIF Redevelopment Plan in June of 2004. This TIF is a pay-as-you go TIF and is fully operational. There was no debt issued with this TIF development. This Redevelopment Plan called for the redevelopment of approximately 31.08 acres into individual redevelopment project areas. Each individual redevelopment project area is its own project. The redevelopment of this area accomplishes the goals of the City for the infill retail development. There are shopping areas to both the north and west providing some retail choices for consumers. Redevelopment of this area has created synergy among all three districts.

This TIF District has been fully operational for several years and all reimbursable costs have been certified. The total reimbursable costs are $15,949,034. As of October 31, 2015, the total amount of EATS and PILOTS collected and remitted is $8,934,043, leaving a balance of $7,014,992. This TIF District has been collecting approximately $1,000,000 per year. If all remains the same, this should be paid off in approximately seven (7) years, which would be the end of 2021. This is approximately six (6) years ahead of the maximum twenty-three (23) years allowed under TIF statutes. The TIF will end at the earlier of the repayment of the reimbursable costs or twenty-three years at which time the taxing jurisdictions will receive the full economic benefits of the improved tax base.

Staff believes this TIF District Redevelopment Project has made satisfactory progress.

**RECOMMENDATION:**
Staff recommends this Resolution be approved.

**RESOLUTION NO. 2016-010**

**A RESOLUTION** of the City of Joplin, Missouri, presenting an annual progress report of the Northpark Crossing TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

WHEREAS, on June 7, 2004 the City of Joplin approved the Northpark Crossing TIF Redevelopment Project; and,

WHEREAS, RSMo § 99.865 requires an annual public hearing and progress report regarding the redevelopment project.

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

Section 1. That the City of Joplin, Missouri approved the Northpark Crossing TIF Redevelopment Project on June 7, 2004; and,

Section 2. That pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes, the City of Joplin, Missouri is required to hold an annual public hearing and present an annual progress report regarding the redevelopment project; and,

Section 3. That the City Council of the City of Joplin, Missouri hereby holds a public hearing and accepts the annual progress report for the Northpark Crossing TIF Redevelopment Project.

Passed and Approved by the Council of the City of Joplin, Missouri, this _____day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

# *Tax Increment Financing Annual Report*
# *City of Joplin, Missouri*

## SECTION 1 DESCRIPTION OF THE PLAN AND PROJECT: As of October 31, 2015

1. Name of the City and/or County (entity that approved the TIF Plan or Project): City of Joplin
2. Name of the Plan or Project: Northpark Crossing Tax Increment Financing Plan
3. Report Period: From November 1, 2014 to October 31, 2015
4. Name of the person who prepared this Annual Report:

   Leslie Haase, Finance Director

5. Contact Information

   a) City or County Contact Agency: City of Joplin, Missouri

   b) Person: Leslie Haase, Finance Director

   c) Phone: (417) 624-0820 ext. 251

   d) Fax: (417) 624-4620

   e) E-mail Address: LHaase@joplinmo.org

   f) Private Sector Developer: Jeffrey L. Ungerer

   g) Person: Same

   h) Phone: (785) 272-1398 ext. 285

   i) Fax: (785) 272-1796

   j) E-mail Address: N/A

6. Original Date Plan/Project Approved: June 7, 2004
7. Ordinance Number (*if available*): Ordinance No. 2004-134
8. Most Recent Plan Amendment Date (*if any*) *[99.865.1(9)]*: None
9. Ordinance Number (*if available*): N/A
10. State House District: 128

11. State Senate District: 32

12. School District: Joplin R-VIII School District

13. General Location of Area or Project Area (*if feasible, please attach a copy of Redevelopment Area Boundary Map from Plan*) ***[99.865.1(10)]***:

Approximately 31.08 acres of property in Joplin, Jasper County, Missouri generally bound by 3rd Street to the north, Rolling Acres Addition subdivision to the east, East 7th Street to the south, and Missouri Highway 71 (Range Line Road) to the west.

14. Brief description of Plan/Project ***[99.865.1(10)]***:

The Redevelopment Plan called for the redevelopment of the approximate 31.08 acres into individual redevelopment project areas. Each individual redevelopment project area will be its own project. The redevelopment of this area accomplishes the goals of the City for infill retail development. There are shopping areas to both the north and west providing some retail choices for consumers. Redevelopment of this area has created synergy among all three districts.

15. Plan/Project Status (*Circle or check one which best describes status*):

☐ Starting Up ☐ Seeking Developer ☐ Under Construction

***X Fully-Operational*** ☐ Inactive ☐ District Dissolved

*If clarification is needed:*_____

16. Area Type (*Circle or check all applicable*)

☐ Blight ***X Conservation*** ☐ Economic Development

17. How was the "but-for" determination made? (*Circle or check all applicable*):

☐ Project had unusual/extraordinary costs that made the project financially unfeasible in the market place.

***X Project required significant public infrastructure investment to remedy existing inadequate conditions.***

☐ Project required significant public infrastructure investment to construct adequate capacity to support the project.

☐ Project required parcel assembly and/or relocation costs.

***X Other (describe): 16 of the 18 structures within the Redevelopment Area were over 35 years old. Eight of the 13 single family homes were rental units. Parcels H & I were not connected to sewers and Parcels J & K did not have sewers immediately available. Deleterious land use or layout.***

18. Major Development Obstacles to be Overcome: There were extraordinary land/site preparation costs associated with this project. 12 single family residential structures were demolished and/or removed. Two commercial buildings were demolished as well as all the building/materials and asphalt paving removed from the area.

19. Briefly Describe the Project's Public Benefit(s) *[99.865.1(10)]*: Numerous streets were improved with curbing, stacking lane and traffic signals. On-site and off-site stormwater improvements have been made in the area, so that stormwater drainage is no longer handled by open ditches but collected by catch basins and transported off-site. The new development was subject to additional building enhancements, increased landscaping, buffering and park and recreational amenities along with enhanced lighting.

20. Briefly Describe Agreements with the Developer *[99.865.1(9)]*: Tax Increment Financing Contract dated June 27, 2004, which limits the TIF Reimbursable Expense to the Developer to $15,649,034.

21. Brief Description of Any Agreements with the Affected Taxing Districts *[99.865.1(9)]*: None.

22. Number of Relocated Residences During This Report Period: None.

23. Number of Relocated Businesses During This Report Period: None.

24. Number of Parcels Acquired Through Use of Eminent Domain Power In This Report Period *[99.865.1(12)]*: None.

25. Identify any Businesses that have Relocated to the Redevelopment Area During This Report Period: ***(Completion of This Section Satisfies Requirements of 99.810.2 'New Business Report', Otherwise Due by 2/28/2011).***

| Name | Address | Phone Number | Primary Business Line | Relocated from What City/County? |
|---|---|---|---|---|
| None | | | | |
| | | | | |

***(Please Attach List Separately If Necessary or Desired)***

26. Estimate of New Jobs: ***Projected:*** 500-700 ***Actual to date:*** 500

27. Estimate of Retained Jobs: ***Projected:*** Not in TIF Plan ***Actual to date:*** 97

## SECTION 2: TAX INCREMENT FINANCING REVENUES

28. TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

a. Payment in Lieu of Taxes (PILOTs): *[99.865.1(6)]*

Total received since inception: $1,760,306.28 Amount on hand: $-0-

*(As of Report Date)*

b. Economic Activity Taxes (EATs): ***[99.865.1(8)]***

Total received since inception: $7,173,736.24 Amount on hand: $-0-
*(As of Report Date)*

**Total Revenue on hand in the Special Allocation Fund as of Report Date:** ***[99.865.1(1)]*** **$-0-**

29. Expenditures For Total Project Costs Funded by TIF: ***[99.865.1(2)]***

| | **Total Since Inception** | **Report Period Only** |
|---|---|---|
| a) Public Infrastructure(streets, utilities, etc.) | $1,834,681 | $-0- |
| b) Site Development(grading, dirt moving, etc) | $3,223,645 | $-0- |
| c) Rehab of Existing Buildings ***[99.865.1(11)]*** | $4,343,605 | $-0- |
| d) Acquisition of land or buildings ***[99.865.1(11)]*** | $ 540,976 | $-0- |
| e) Other (specify):Professional Fees | $ 152,993 | $-0- |
| f) Other (specify): Financing Costs | $5,853,134 | $-0- |

Amount Paid on Debt Service: ***[99.865.1(3)]***

g) Payments of Principal and Interest on Outstanding Bonded Debt:
Since Inception: $N/A This Reporting Period: $N/A

h) Reimbursement to Developer for Eligible Costs:
Since Inception: $N/A This Reporting Period: $N/A

i) Reimbursement to Municipality (or Other Public Entity) for Eligible Costs:
Since Inception: $N/A This Reporting Period:$N/A

30. Anticipated TIF **Reimbursable** Costs *(Only include hard costs; do not include interest or bond issuance costs.)*

| | |
|---|---|
| a. Public Infrastructure and Site Development Costs (Utility Extensions, Road Improvements, Stormwater, Demolition, Grading, etc.) | $8,370,900 |
| b. Property Acquisition and Relocation Costs | $1,450,000 |
| c. Project Implementation Costs (including Professional Fees) | $ 275,000 |
| d. Other: Financing Costs | $5,853,134 |
| e. Other (specify): | $-0- |

**Total Anticipated TIF Reimbursable Project Costs** $15,949,034

31. Anticipated **Total Project Costs**: W/Financing Costs $60,605,767
*(Please attach a copy of the budgets from the Redevelopment Plan for Anticipated Total Project Costs and Anticipated Reimbursable TIF Costs if any revisions occurring since previous filing.)*
32. TIF Financing Method (Circle or check all that apply):

***X Pay-as-you-go*** ☐ General Obligation Bonds ☐ TIF Notes ☐ Loan

☐ TIF bond ☐ Industrial Revenue Bond ☐ Other ☐ Other

Maturity of TIF Obligations *(term of the TIF payout)*

33. Original Estimate (# of Years to Retirement) N/A

34. Current Anticipated Estimate (# of Years to Retirement) N/A

35. Original Assessed Value of the Redevelopment Project: ***[99.865.1(4)]*** $1,412,870 (Base Year)

36. Assessed Valuation Added to the Redevelopment Project (As of the end of the rpt. period): ***[99.865.1(5)]*** $4,461,149

37. Anticipated Assessed Value at Time of District Termination: $6-8,000,000 when all phases complete

38. Total Amount of **Base Year** EATs ***[99.865.1(7)]***: $541,481

39. Total Amount of **Base Year** PILOTs: $64,038

40. Total Annual EATs Anticipated at Time of District Termination: $938,817 annually ($18,705,917 cumulative)

41. Total Annual PILOTS Anticipated at Time of District Termination: $229,153 annually ($5,758,718 cumulative)

42. Percentage of EATs Captured *(per TIF Plan, usually up to 50%)*: 50%

43. Total Years Anticipated to Capture EATs *(per TIF Plan, up to 23 years)*: 23 years

44. Percentage of PILOTs Captured *(per TIF Plan, usually up to 100%)*: 100%

45. Total Years Anticipated to Capture PILOTs *(per TIF Plan, up to 23 years)*: 23 years

## SECTION 3: CERTIFICATION OF CHIEF EXECUTIVE OFFICER OF MUNICIPALITY OR AGENCY

*This section is not a requirement of 99.865.1-8, RSMo, but is required, along with other submitted certifications by the municipality or agency, in the event the municipality desires the Department of Economic Development to provide statement of conformance with the TIF Annual Report Statutes.*

**I, Michael Seibert, Mayor, certify that, to the best of my knowledge and**
*(Name of Chief Executive Officer of Municipality or Agency)*

**belief, the statements of fact contained in this report are true and correct.**

_____
*(Signature of affiant)*

_____*Mayor*_____
*(Title of affiant)*

****Please include any before and after color photographs of the Redevelopment Area that are available. If the site has not yet been redeveloped, if possible please include a before picture and a rendering of what the site will look like after redevelopment.**

**Send Report to:**
**Missouri Department of Economic Development**
**Attn: TIF Annual Report**
P.O. Box 118, 301 West High Street
Jefferson City, Missouri 65102
Fax: (573) 522-9462

**Further Information:**
**Hal Van Slyck, (573) 526-0748**
**Ann Perry, (573) 522-8004**

CITY OF JOPLIN
TIF BALANCE DUE LISTING
NORTHPARK CROSSING
AS OF OCTOBER 31, 2015

| DESCRIPTION | PRINCIPAL | INTEREST | ANNUAL GRAND TOTAL DUE | LIFE-TO-DATE PRINCIPAL BALANCE DUE | LIFE-TO-DATE INTEREST BALANCE DUE | LIFE-TO-DATE GRAND TOTAL DUE |
|---|---|---|---|---|---|---|
| FY 2005 REIMBURSABLE COSTS | 6,300,317 | 441,022 | | | | |
| FY 2005 PAYMENTS | - | - | | | | |
| FY 2005 BALANCE | 6,300,317 | 441,022 | 6,741,339 | | | |
| FY 2006 REIMBURSABLE COSTS | 3,060,594 | 655,264 | | | | |
| FY 2006 PAYMENTS | | (352,412) | | | | |
| FY 2006 BALANCE | 3,060,594 | 302,852 | 3,363,446 | 9,360,911 | 743,874 | 10,104,785 |
| FY 2007 REIMBURSABLE COSTS | 387,380 | 682,380 | | | | |
| FY 2007 PAYMENTS | | (740,030) | | | | |
| FY 2007 BALANCE | 387,380 | (57,650) | 329,730 | 9,748,291 | 686,224 | 10,434,515 |
| FY 2008 REIMBURSABLE COSTS | 347,609 | 706,713 | | | | |
| FY 2008 PAYMENTS | | (901,915) | | | | |
| FY 2008 BALANCE | 347,609 | (195,202) | 152,407 | 10,095,900 | 491,022 | 10,586,922 |
| FY 2009 REIMBURSABLE COSTS | - | 706,713 | | | | |
| FY 2009 PAYMENTS | | (889,248) | | | | |
| FY 2009 BALANCE | - | (182,535) | (182,535) | 10,095,900 | 308,487 | 10,404,387 |
| FY 2010 REIMBURSABLE COSTS | - | 706,713 | | | | |
| FY 2010 PAYMENTS | | (933,492) | | | | |
| FY 2010 BALANCE | - | (226,779) | (226,779) | 10,095,900 | 81,708 | 10,177,608 |
| FY 2011 REIMBURSABLE COSTS | - | 706,713 | | | | |
| FY 2011 PAYMENTS | | (976,550) | | | | |
| FY 2011 BALANCE | - | (269,837) | (269,837) | 9,907,771 | - | 9,907,771 |
| FY 2012 REIMBURSABLE COSTS | - | 706,713 | | | | |
| FY 2012 PAYMENTS | | (1,067,782) | | | | |
| FY 2012 BALANCE | - | (361,069) | (361,069) | 9,546,702 | - | 9,546,702 |
| FY 2013 REIMBURSABLE COSTS | - | 540,903 | | | | |
| FY 2013 PAYMENTS | | (1,056,402) | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| FY 2013 BALANCE | - | (515,499) | (515,499) | 9,031,203 | - | 9,031,203 |
| FY 2014 REIMBURSABLE COSTS | - | - | | | | |
| FY 2014 PAYMENTS | | (998,331) | | | | |
| FY 2014 BALANCE | - | (998,331) | (998,331) | 8,032,872 | - | 8,032,872 |
| FY 2015 REIMBURSABLE COSTS | - | - | | | | |
| FY 2015 PAYMENTS | | (1,017,880) | | | | |
| FY 2015 BALANCE | - | (1,017,880) | (1,017,880) | 7,014,992 | - | 7,014,992 |

| | **Principal** | **Interest** | **Payments** |
|---|---|---|---|
| FY 2015 Grand Total Balance | 10,095,900 | 5,853,134 | (8,934,043) |

CITY OF JOPLIN
TIF INTEREST CALCULATION
NORTHPARK CROSSING
AS OF OCTOBER 31, 2015

| DESCRIPTION | PRINCIPAL BALANCE | INTEREST AMOUNT | TOTAL LIABILITY | PAYMENTS | YTD ENDING LIABILITY |
|---|---|---|---|---|---|
| Fiscal Year 2005 | 6,300,317 | 441,022 | 6,741,339 | - | - |
| Fiscal Year 2006 | 3,060,594 | 655,264 | 3,715,858 | (352,412) | - |
| Fiscal Year 2007 | 387,380 | 682,380 | 1,069,760 | (740,030) | - |
| Fiscal Year 2008 | 347,609 | 706,713 | 1,054,322 | (901,915) | - |
| Fiscal Year 2009 | - | 706,713 | 706,713 | (889,248) | |
| Fiscal Year 2010 | - | 706,713 | 706,713 | (933,492) | |
| Fiscal Year 2011 | - | 706,713 | 706,713 | (976,550) | |
| Fiscal Year 2012 | - | 706,713 | 706,713 | (1,067,782) | |
| Fiscal Year 2013 | - | 540,903 | 540,903 | (1,056,402) | |
| Fiscal Year 2014 | - | - | - | (998,331) | |
| Fiscal Year 2015 | | | | (1,017,880) | |
| **GRAND TOTAL** | **10,095,900** | **5,853,134** | **15,949,034** | **(8,934,043)** | **7,014,992** |

CITY OF JOPLIN
TIF COST CERTIFICATION LISTING-NORTHPARK CROSSING
AS OF OCTOBER 31, 2015

| DESCRIPTION | TOTAL ALL PROJECT COSTS | TIF REIMBURSABLE COSTS | ACTUAL DEVELOPER COSTS | COST CERTIFICATION |
|---|---|---|---|---|
| *PROPERTY ACQUISITION* | | | | |
| PRIMARY SITE COST | 4,500,000 | 200,000 | 211,313 | 211,313 |
| MCCLANAHAN/UMB BANK | 1,000,000 | 550,000 | 115,763 | 115,763 |
| GRAND FORTUNA/STATE RIGHT OF WAY | 800,000 | 400,000 | - | - |
| KOKO HOTEL | 900,000 | 200,000 | 213,900 | 213,900 |
| SWABS | 250,000 | 100,000 | - | - |
| SUB-TOTAL | 7,450,000 | 1,450,000 | 540,976 | 540,976 |
| *LAND PREPARATION* | | | | |
| DEMOLITION & UTILITY REMOVAL | 350,000 | 350,000 | 199,078 | 199,078 |
| PLATTING & ZONING | 61,550 | - | | |
| ORDINARY SITE COSTS | 930,000 | - | | |
| PARKING LOT DEVELOP/LAND/LIGHTING | 1,270,800 | - | | |
| EXTRAORDINARY SITE COSTS | 1,150,000 | 1,150,000 | 2,045,455 | 2,045,455 |
| REMOVAL OF BILLBOARD SIGN | 400,000 | 400,000 | 238,290 | 238,290 |
| ENGINEERING/SITE ANALYSIS/GEOTECH | 575,000 | 282,500 | 227,485 | 227,485 |
| STORMWATER IMPROVEMENTS | 930,000 | 330,000 | 63,337 | 63,337 |
| PARKWAYS/OPEN AREAS | - | - | - | |
| ENHANCED PARKING LOT LIGHT/LAND | 250,000 | 250,000 | 150,000 | 150,000 |
| CONTINGENCY-SITE | 479,088 | - | 300,000 | 300,000 |
| Bury Electrical Lines | 437,820 | 300,000 | | |
| SUB-TOTAL | 6,834,258 | 3,062,500 | 3,223,645 | 3,223,645 |
| *CONSTRUCTION COSTS* | | | | |
| ANCHOR TENANT BUILDING A | 3,973,545 | | - | |
| JUNIOR ANCHOR FABRIC A | 1,312,500 | | - | |
| JUNIOR ANCHOR RETAIL B | 1,134,000 | | - | |
| JUNIOR ANCHOR RETAIL C | 850,500 | | - | |
| SMALL RETAIL | 742,500 | | - | |
| OUTLET A | 1,250,000 | | - | |
| OUTLET B | 1,250,000 | | - | |
| OUTLET C | 1,250,000 | | - | |
| OUTLET D | 1,375,000 | | - | |
| SHOPS A | 500,000 | | - | |
| SHOPS B | 568,750 | | - | |
| TARGET | 1,500,000 | | - | |
| TENANT IMPROVEMENTS | 934,000 | | - | |
| BUILDING ENHANCEMENTS | 3,200,000 | 3,200,000 | 3,310,202 | 3,310,202 |
| TARGET & ADJOINING SITE UPGRADES | 495,000 | 495,000 | 1,033,403 | 1,033,403 |
| LEASING COMMISSIONS | 480,000 | | - | |
| DEVELOPMENT FEE & OHD | 300,000 | | - | |
| REIMBURSABLES | 34,000 | 17,000 | - | |
| MARKETING/GRAND OPENING | 30,000 | | - | |
| APPRAISAL | 65,000 | | - | |
| CONTINGENCY | 431,536 | | - | - |
| SUB-TOTAL | 21,676,331 | 3,712,000 | 4,343,605 | 4,343,605 |
| *PROFESSIONAL FEES* | | | | |
| ARCHITECTURAL & ENGINEERING | - | - | - | |

| | | | | |
|---|---|---|---|---|
| LEGAL & PROFESSIONAL | 653,000 | 200,000 | 115,493 | 115,493 |
| TIF ADMINISTRATION | 150,000 | 75,000 | 37,500 | 37,500 |
| SUB-TOTAL | 803,000 | 275,000 | 152,993 | 152,993 |
| **TOTAL COSTS** | **36,763,589** | **8,499,500** | **8,261,219** | **8,261,219** |
| FINANCING COSTS | 22,245,778 | 4,105,395 | - | 3,190,293 |
| *PUBLIC IMPROVEMENTS* | | | | |
| PEDESTRIAN CIRCULATION AMENITIES | - | - | - | |
| OFF SITE TRAFFIC IMPROVEMENTS | 400,000 | 400,000 | 1,002,453 | 1,002,453 |
| STREET IMPROVEMENTS/APPROACHES/CURB | 245,000 | 245,000 | 70,000 | 70,000 |
| OFF SITE STORMWATER IMPROVEMENTS | 951,400 | 951,400 | 762,228 | 762,228 |
| **SUB-TOTAL** | **1,596,400** | **1,596,400** | **1,834,681** | **1,834,681** |
| FINANCING COSTS ON PUBLIC IMPROVEMENTS | - | 1,747,739 | - | 708,512 |
| **TOTAL COSTS W/O FINANCING** | **38,359,989** | **10,095,900** | **10,095,900** | **10,095,900** |
| TOTAL FINANCING COSTS | 22,245,778 | 5,853,134 | - | 5,853,134 |
| GRAND TOTAL | 60,605,767 | 15,949,034 | 10,095,900 | 15,949,034 |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 20, 2016**

**Item: RESOLUTION NO. 2016-011**
**Originating Department: FINANCE DEPARTMENT**

Attachments: 1) Resolution No. 2016-011 2) TIF Financial Report and Annual Report

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

Recommended Action: Approve Progress of TIF Redevelopment Plan

**SUMMARY/REQUEST:**
The City of Joplin approved the 1717 MarketPlace TIF Redevelopment Plan in January of 2005. This TIF is a pay-as-you go TIF and is fully operational. There was no debt issued with this TIF development. This Redevelopment Plan called for the redevelopment of approximately 38.80 acres from vacant and deteriorating property into individual commercial developments.

This TIF District has been fully operational for several years. The total reimbursable costs to-date are $12,211,200. There is a remaining balance of $988,076 eligible to be certified for the 15th Street improvements. As of October 31, 2015, the total amount of EATS and PILOTS collected and remitted is $6,629,176, leaving a balance of $5,582,024. This TIF District has been collecting approximately $950,000 per year. If all remains the same, this should be paid off in approximately six (6) years, which would be the end of 2020. If the remaining balance is certified, it would add about another year to pay off the total reimbursable costs, which would be the end of 2021. This is approximately seven (7) to eight (8) years ahead of the maximum twenty-three (23) years allowed under TIF statutes. The TIF will end at the earlier of the repayment of the reimbursable costs or twenty-three years at which time the taxing jurisdictions will receive the full economic benefits of the improved tax base.

Staff believes this TIF District Redevelopment Project has made satisfactory progress.

**RECOMMENDATION:**
Staff recommends this Resolution be approved.

**RESOLUTION NO. 2016-011**

**A RESOLUTION** of the City of Joplin, Missouri, presenting an annual progress report of the 1717 MarketPlace TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

WHEREAS, on January 10, 2005 the City of Joplin approved the 1717 MarketPlace TIF Redevelopment Project; and,

WHEREAS, RSMo § 99.865 requires an annual public hearing and progress report regarding the redevelopment project.

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

Section 1. That the City of Joplin, Missouri approved the 1717 MarketPlace TIF Redevelopment Project on January 10, 2005; and,

Section 2. That pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes, the City of Joplin, Missouri is required to hold an annual public hearing and present an annual progress report regarding the redevelopment project; and,

Section 3. That the City Council of the City of Joplin, Missouri hereby holds a public hearing and accepts the annual progress report for the 1717 MarketPlace TIF Redevelopment Project.

Passed and Approved by the Council of the City of Joplin, Missouri, this _____day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

# *Tax Increment Financing Annual Report*
# *City of Joplin, Missouri*

**SECTION 1 DESCRIPTION OF THE PLAN AND PROJECT: As of October 31, 2015**

1. Name of the City and/or County (entity that approved the TIF Plan or Project): City of Joplin
2. Name of the Plan or Project: 1717 MarketPlace Tax Increment Financing Plan
3. Report Period: From November 1, 2014 to October 31, 2015
4. Name of the person who prepared this Annual Report:

   Leslie Haase, Finance Director

5. Contact Information

   a) City or County Contact Agency: City of Joplin, Missouri

   b) Person: Leslie Haase, Finance Director

   c) Phone: (417) 624-0820 ext. 251

   d) Fax: (417) 624-4620

   e) E-mail Address: LHaase@joplinmo.org

   f) Private Sector Developer: WBB, LLC.

   g) Person: Same

   h) Phone: 816-360-4287

   i) Fax: N/A

   j) E-mail Address: N/A

6. Original Date Plan/Project Approved: January 10, 2005
7. Ordinance Number (*if available*): Ordinance No. 2005-006
8. Most Recent Plan Amendment Date (*if any*) ***[99.865.1(9)]***: None
9. Ordinance Number (*if available*): N/A
10. State House District: 128

11. State Senate District: 32

12. School District: Joplin R-VIII School District

13. General Location of Area or Project Area (*if feasible, please attach a copy of Redevelopment Area Boundary Map from Plan*) ***[99.865.1(10)]***:

Approximately 38.80 acres of property in Joplin, Jasper County, Missouri generally bound by Missouri Highway 71 (Range Line Road) to the west, East 15th Street to the north, Rex Crossing Road to the east, and East 20th Street to the south.

14. Brief description of Plan/Project ***[99.865.1(10)]***:

The Redevelopment Plan called for the redevelopment of the approximate 38.80 acres from vacant and deteriorating property into individual commercial developments.

15. Plan/Project Status (*Circle or check one which best describes status*):

☐ Starting Up ☐ Seeking Developer ☐ Under Construction

***X Fully-Operational*** ☐ Inactive ☐ District Dissolved

*If clarification is needed:*_____

16. Area Type (*Circle or check all applicable*)

***X Blight*** Conservation ☐ Economic Development

17. How was the "but-for" determination made? (*Circle or check all applicable*):

☐ Project had unusual/extraordinary costs that made the project financially unfeasible in the market place.

***X Project required significant public infrastructure investment to remedy existing inadequate conditions.***

☐ Project required significant public infrastructure investment to construct adequate capacity to support the project.

☐ Project required parcel assembly and/or relocation costs.

_Other (describe):

18. Major Development Obstacles to be Overcome: There were extraordinary land/site preparation costs associated with this project. The Old Sands Inn Motel and parking area were demolished and removed. In addition, the Old Theatre was demolished and removed.

19. Briefly Describe the Project's Public Benefit(s) ***[99.865.1(10)]***: 17th Street and Range Line Road were reconstructed to MoDOT standards including signalization. Additional streets were

upgraded and constructed to City standards. Stormwater drainage detention locations were cleaned, grubbed, regraded, and underground stormwater detention was installed.

20. Briefly Describe Agreements with the Developer *[99.865.1(9)]*: Tax Increment Financing Contract dated January 30, 2005, which limits the TIF Reimbursable Expense to the Developer to $11,675,670.

21. Brief Description of Any Agreements with the Affected Taxing Districts *[99.865.1(9)]*: Cooperative Agreement among 1717 MarketPlace LLC, the City of Joplin, Missouri, and 1717 MarketPlace Transportation Development District dated December 1, 2005.

22. Number of Relocated Residences During This Report Period: None.

23. Number of Relocated Businesses During This Report Period: None.

24. Number of Parcels Acquired Through Use of Eminent Domain Power In This Report Period *[99.865.1(12)]*: None.

25. Identify any Businesses that have Relocated to the Redevelopment Area During This Report Period: ***(Completion of This Section Satisfies Requirements of 99.810.2 'New Business Report', Otherwise Due by 2/28/2011).***

| Name | Address | Phone Number | Primary Business Line | Relocated from What City/County? |
|---|---|---|---|---|
| None | | | | |
| | | | | |

***(Please Attach List Separately If Necessary or Desired)***

26. Estimate of New Jobs: ***Projected:*** 397 ***Actual to date:*** 157

27. Estimate of Retained Jobs: ***Projected:*** Not in TIF Plan ***Actual to date:*** 200

## SECTION 2: TAX INCREMENT FINANCING REVENUES

28. TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

a. Payment in Lieu of Taxes (PILOTs): *[99.865.1(6)]*

Total received since inception: $593,553.84 Amount on hand: $-0-
*(As of Report Date)*

b. Economic Activity Taxes (EATs): *[99.865.1(8)]*

Total received since inception: $5,451,976.07 Amount on hand: $-0-
*(As of Report Date)*

**Total Revenue on hand in the Special Allocation Fund as of Report Date:** *[99.865.1(1)]* $-0-

29. Expenditures For Total Project Costs Funded by TIF: *[99.865.1(2)]*

| | Total Since Inception | Report Period Only |
|---|---|---|
| a) Public Infrastructure(streets, utilities, etc.) | $ 256,714 | $-0- |
| b) Site Development(grading, dirt moving, etc) | $ 696,122 | $-0- |
| c) Rehab of Existing Buildings *[99.865.1(11)]* | $6,470,929 | $-0- |
| d) Acquisition of land or buildings *[99.865.1(11)]* | $ 667,500 | $-0- |
| e) Other (specify):Professional Fees | $ 466,936 | $-0- |
| f) Other (specify): Financing Costs | $3,652,999 | $-0- |

Amount Paid on Debt Service: *[99.865.1(3)]*

g) Payments of Principal and Interest on Outstanding Bonded Debt:
Since Inception: $N/A This Reporting Period: $N/A

h) Reimbursement to Developer for Eligible Costs:
Since Inception: $N/A This Reporting Period: $N/A

i) Reimbursement to Municipality (or Other Public Entity) for Eligible Costs:
Since Inception: $N/A This Reporting Period:$N/A

30. Anticipated TIF **Reimbursable** Costs *(Only include hard costs; do not include interest or bond issuance costs.)*

| | |
|---|---|
| a. Public Infrastructure and Site Development Costs (Utility Extensions, Road Improvements, Stormwater, Demolition, Grading, etc.) | $5,623,651 |
| b. Property Acquisition and Relocation Costs | $1,131,786 |
| c. Project Implementation Costs (including Professional Fees) | $1,792,429 |
| d. Other: Financing Costs | $3,127,805 |
| e. Other (specify): | $-0- |
| **Total Anticipated TIF Reimbursable Project Costs** | $11,675,671 |

31. Anticipated **Total Project Costs**: W/Financing Costs $51,365,165
*(Please attach a copy of the budgets from the Redevelopment Plan for Anticipated Total Project Costs and Anticipated Reimbursable TIF Costs if any revisions occurring since previous filing.)*
32. TIF Financing Method (Circle or check all that apply):

***X Pay-as-you-go*** ☐ General Obligation Bonds ☐ TIF Notes ☐ Loan

☐ TIF bond ☐ Industrial Revenue Bond ☐ Other ☐ Other

Maturity of TIF Obligations *(term of the TIF payout)*

33. Original Estimate (# of Years to Retirement) N/A

34. Current Anticipated Estimate (# of Years to Retirement) N/A

35. Original Assessed Value of the Redevelopment Project: ***[99.865.1(4)]*** $2,942,270 (Base Year)

36. Assessed Valuation Added to the Redevelopment Project (As of the end of the rpt. period): ***[99.865.1(5)]*** $1,836,530

37. Anticipated Assessed Value at Time of District Termination: $16,113,245

38. Total Amount of **Base Year** EATs ***[99.865.1(7)]***: $2,552,500

39. Total Amount of **Base Year** PILOTs: $127,007

40. Total Annual EATs Anticipated at Time of District Termination: $973,585 annually ($20,589,038 cumulative)

41. Total Annual PILOTS Anticipated at Time of District Termination: $229,775 annually ($4,075,643 cumulative)

42. Percentage of EATs Captured *(per TIF Plan, usually up to 50%)*: 50%

43. Total Years Anticipated to Capture EATs *(per TIF Plan, up to 23 years)*: 23 years

44. Percentage of PILOTs Captured *(per TIF Plan, usually up to 100%):* 100%

45. Total Years Anticipated to Capture PILOTs *(per TIF Plan, up to 23 years)*: 23 years

## SECTION 3: CERTIFICATION OF CHIEF EXECUTIVE OFFICER OF MUNICIPALITY OR AGENCY

*This section is not a requirement of 99.865.1-8, RSMo, but is required, along with other submitted certifications by the municipality or agency, in the event the municipality desires the Department of Economic Development to provide statement of conformance with the TIF Annual Report Statutes.*

**I, Michael Seibert, Mayor, certify that, to the best of my knowledge and**
*(Name of Chief Executive Officer of Municipality or Agency)*

**belief, the statements of fact contained in this report are true and correct.**

_____
*(Signature of affiant)*

*Mayor*
_____
*(Title of affiant)*

****Please include any before and after color photographs of the Redevelopment Area that are available. If the site has not yet been redeveloped, if possible please include a before picture and a rendering of what the site will look like after redevelopment.**

**Send Report to:**
**Missouri Department of Economic Development**
**Attn: TIF Annual Report**
P.O. Box 118, 301 West High Street
Jefferson City, Missouri 65102
Fax: (573) 522-9462

**Further Information:**
**Hal Van Slyck, (573) 526-0748**
**Ann Perry, (573) 522-8004**

CITY OF JOPLIN
TIF BALANCE DUE LISTING
1717 MARKETPLACE
AS OF OCTOBER 31, 2015

| DESCRIPTION | YEARLY PRINCIPAL | YEARLY INTEREST | YEARLY GRAND TOTAL DUE | LIFE PRINCIPAL BALANCE DUE | LIFE INTEREST BALANCE DUE | LIFE GRAND TOTAL DUE |
|---|---|---|---|---|---|---|
| FY 2005 REIMBURSABLE COSTS | 2,868,461 | 200,792 | | | | |
| FY 2005 PAYMENTS | - | - | | | | |
| FY 2005 BALANCE | 2,868,461 | 200,792 | 3,069,253 | | | |
| FY 2006 REIMBURSABLE COSTS | 2,553,559 | 379,541 | | | | |
| FY 2006 TIF PAYMENTS | | (154,697) | | | | |
| FY 2006 TDD/TIF PAYMENTS | | (7,975) | | | | |
| FY 2006 BALANCE | 2,553,559 | 216,869 | 2,770,428 | 5,422,020 | 417,662 | 5,839,682 |
| FY 2007 REIMBURSABLE COSTS | 1,516,522 | 485,698 | | | | |
| FY 2007 TIF PAYMENTS | | (368,488) | | | | |
| FY 2007 TDD/TIF PAYMENTS | | (54,771) | | | | |
| FY 2007 BALANCE | 1,516,522 | 62,439 | 1,578,961 | 6,938,542 | 480,101 | 7,418,643 |
| FY 2008 REIMBURSABLE COSTS | 1,060,420 | 559,927 | | | | |
| FY 2008 TIF PAYMENTS | | (611,184) | | | | |
| FY 2008 TDD/TIF PAYMENTS | | (65,851) | | | | |
| FY 2008 BALANCE | 1,060,420 | (117,107) | 943,313 | 7,998,962 | 362,994 | 8,361,956 |
| FY 2009 REIMBURSABLE COSTS | - | 559,927 | | | | |
| FY 2009 TIF PAYMENTS | | (673,453) | | | | |
| FY 2009 TDD/TIF PAYMENTS | | (68,306) | | | | |
| FY 2009 BALANCE | - | (181,832) | (181,832) | 7,998,962 | 181,161 | 8,180,123 |
| FY 2010 REIMBURSABLE COSTS | - | 559,927 | | | | |
| FY 2010 TIF PAYMENTS | | (690,995) | | | | |
| FY 2010 TDD/TIF PAYMENTS | | (67,135) | | | | |
| FY 2010 BALANCE | - | (198,203) | (198,203) | 7,981,920 | - | 7,981,920 |
| FY 2011 REIMBURSABLE COSTS | - | 559,927 | | | | |
| FY 2011 TIF PAYMENTS | | (535,571) | | | | |
| FY 2011 TDD/TIF PAYMENTS | | (50,950) | | | | |
| FY 2011 BALANCE | - | (26,594) | (26,594) | 7,955,326 | - | 7,955,326 |
| FY 2012 REIMBURSABLE COSTS | 486,704 | 347,258 | | | | |
| FY 2012 TIF PAYMENTS | | (219,588) | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| FY 2012 TDD/TIF PAYMENTS | | (54,802) | | | | |
| FY 2012 BALANCE | 486,704 | 72,868 | 559,572 | 8,442,030 | 72,868 | 8,514,898 |
| FY 2013 REIMBURSABLE COSTS | - | - | | | | |
| FY 2013 TIF PAYMENTS | | (1,038,187) | | | | |
| FY 2013 TDD/TIF PAYMENTS | | (70,998) | | | | |
| FY 2013 BALANCE | - | (1,109,185) | (1,109,185) | 7,405,712 | - | 7,405,712 |
| FY 2014 REIMBURSABLE COSTS | 72,535 | - | | | | |
| FY 2014 TIF PAYMENTS | | (894,166) | | | | |
| FY 2014 TDD/TIF PAYMENTS | | (71,860) | | | | |
| FY 2014 BALANCE | 72,535 | (966,026) | (893,491) | 6,512,221 | - | 6,512,221 |
| FY 2015 REIMBURSABLE COSTS | - | - | | | | |
| FY 2015 TIF PAYMENTS | | (859,200) | | | | |
| FY 2015 TDD/TIF PAYMENTS | | (70,998) | | | | |
| FY 2015 BALANCE | - | (930,198) | (930,198) | 5,582,023 | - | 5,582,023 |

CITY OF JOPLIN
TIF INTEREST CALCULATION
1717 MARKETPLACE
AS OF OCTOBER 31, 2015

| DESCRIPTION | PRINCIPAL BALANCE | INTEREST AMOUNT | GRAND TOTAL LIABILITY | TIF PAYMENTS | TDD/TIF PAYMENTS | ENDING LIABILITY |
|---|---|---|---|---|---|---|
| Fiscal Year 2005 | 2,868,461 | 200,792 | 3,069,253 | - | | |
| Fiscal Year 2006 | 2,553,559 | 379,541 | 2,933,100 | (154,697) | (7,975) | |
| Fiscal Year 2007 | 1,516,522 | 485,698 | 2,002,220 | (368,488) | (54,771) | |
| Fiscal Year 2008 | 1,060,420 | 559,927 | 1,620,347 | (611,184) | (65,851) | |
| Fiscal Year 2009 | - | 559,927 | 559,927 | (673,453) | (68,306) | |
| Fiscal Year 2010 | - | 559,927 | 559,927 | (690,995) | (67,135) | |
| Fiscal Year 2011 | | 559,927 | 559,927 | (535,571) | (50,950) | |
| Fiscal Year 2012 | 486,704 | 347,258 | 833,962 | (219,588) | (54,802) | |
| Fiscal Year 2013 | - | - | - | (1,038,187) | (70,998) | |
| Fiscal Year 2014 | 72,535 | - | 72,535 | (894,166) | (71,860) | |
| Fiscal Year 2015 | - | - | - | (859,200) | (70,998) | |
| **GRAND TOTAL** | **8,558,201** | **3,652,999** | **12,211,200** | **(6,045,530)** | **(583,646)** | **5,582,024** |

CITY OF JOPLIN
TIF COST CERTIFICATION LISTING-1717 MARKETPLACE
AS OF OCTOBER 31, 2015

| DESCRIPTION | TOTAL ALL PROJECT COSTS | TIF REIMBURSABLE COSTS (W/O TDD) | TIF PORTION OF TDD COSTS | TOTAL REIMBURSABLE COSTS | DEVELOPER COST CERTIFICATION #2 | DEVELOPER COST CERTIFICATION #3 | DEVELOPER COST CERTIFICATION #4 | DEVELOPER COST CERTIFICATION #5 | TOTAL CERTIFIED COSTS |
|---|---|---|---|---|---|---|---|---|---|
| *PROPERTY ACQUISITION* | | | | | | | | | |
| PRIMARY SITE COST | 5,544,663 | | | - | | | | | - |
| RESTAURANT PAD B | 220,000 | | | - | | | | | - |
| RESTAURANT PAD E | 250,000 | | | - | | | | | - |
| SANDS INN MOTEL | 840,000 | 300,000 | | 300,000 | | | | | 300,000 |
| THEATRE SITE | 1,300,000 | 464,286 | | 464,286 | | | | | - |
| RIGHT-OF-WAY ACQUISITION | 367,500 | 367,500 | | 367,500 | 228,332 | | 139,168 | | 367,500 |
| SUB-TOTAL | 8,522,163 | 1,131,786 | - | 1,131,786 | 228,332 | - | 139,168 | - | 667,500 |
| *LAND PREPARATION* | | | | | | | | | |
| GRUBBING & CLEARING | 76,794 | 76,794 | | 76,794 | 9,473 | | - | | 84,473 |
| DEMOLITION SANDS INN | 65,000 | 65,000 | | 65,000 | 6,500 | | - | | 71,500 |
| DEMOLITION OLD THEATRE | 50,000 | 50,000 | | 50,000 | | | - | | - |
| GRADING/EROSION CONTROL | 441,044 | 441,044 | | 441,044 | 383,194 | | - | | 476,865 |
| CONTINGENCY (10%) | 63,284 | 63,284 | | 63,284 | 63,284 | | - | | 63,284 |
| SUB-TOTAL | 696,122 | 696,122 | - | 696,122 | 462,451 | - | - | - | 696,122 |
| *STREET IMPROVEMENTS* | | | | | | | | | |
| STORM,SANITARY & UTILITY RELOC | 232,465 | - | 107,465 | 107,465 | 87,887 | | - | | 107,465 |
| STREET IMPROVEMENT | 462,238 | - | - | - | - | | - | | - |
| EXCAVATING & REMOVAL, 15TH | 20,000 | - | - | - | | | - | | - |
| LIGHTING & SIGNALIZATION | 183,800 | - | - | - | - | | - | | - |
| ENHANCED STREET LIGHTING/LAND | 36,000 | - | 36,000 | 36,000 | 36,000 | | - | | 36,000 |
| SIGNAGE | 120,000 | - | - | - | | | - | | - |
| CONSTRUCTION SUPERVISION/OHD | 52,725 | - | 10,000 | 10,000 | 10,000 | | - | | 10,000 |
| CONTINGENCY (20%) | 272,260 | - | 103,249 | 103,249 | 103,249 | | - | | 103,249 |
| SUB-TOTAL | 1,379,488 | - | 256,714 | 256,714 | 237,136 | - | - | - | 256,714 |
| *RETAIL LOT EXISTING SITE (PROJ C & D)* | | | | | | | | | |
| BUILDING IMPROVEMENTS-ACADEMY | 1,700,000 | 800,000 | | 800,000 | - | | - | | 800,000 |
| BUILDING IMPROVEMENTS-28,000 PSF | 840,000 | 420,000 | | 420,000 | 420,000 | | - | | 420,000 |
| ROOF REPAIR | 500,000 | 500,000 | | 500,000 | - | | - | | 500,000 |
| BUILDING ENHANCEMENTS | 800,000 | 800,000 | | 800,000 | 502,508 | | - | | 800,000 |
| PARKING LOT IMPROVEMENTS | 167,100 | 83,550 | 83,550 | 167,100 | 164,700 | | - | | 167,100 |
| ENHANCED LIGHTING & LAND | 39,000 | 39,000 | | 39,000 | 39,000 | | - | | 39,000 |
| SIGNAGE | 75,000 | | | - | - | | - | | - |
| LEASE EXPENSES | 199,641 | - | | - | - | | - | | - |
| CONSTRUCTION SUPERVISION/OHD | 216,037 | 194,433 | 60,490 | 254,923 | 253,937 | | - | | 254,923 |
| CONTINGENCY (10%) | 453,678 | 219,887 | 6,952 | 226,839 | 226,839 | | - | | 226,839 |
| SUB-TOTAL | 4,990,456 | 3,056,870 | 150,992 | 3,207,862 | 1,606,984 | - | - | - | 3,207,862 |
| *RETAIL & RESTAURANT LOT (PROJ B & F)* | | | | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| BUILDING CONSTRUCTION (PROJ B) | 2,100,000 | | | - | - | | | | - |
| BUILDING CONSTRUCTION (PROJ F) | 350,000 | | | - | - | | | | - |
| BUILDING ENHANCEMENTS | 300,000 | 300,000 | | 300,000 | | 300,000 | | | 300,000 |
| PARKING LOT IMPROVEMENTS | 152,925 | 76,463 | 76,463 | 152,926 | | 55,000 | 97,926 | | 152,926 |
| SEWER, STORMWATER & DETENTION | 453,550 | 453,550 | | 453,550 | 544,260 | | 44,378 | | 588,638 |
| SIGNAGE | 40,100 | | | - | | | - | | - |
| LANDSCAPING | 32,000 | 32,000 | | 32,000 | | | 36,735 | | 36,735 |
| LEASE EXPENSES | 120,156 | | | - | | | - | | - |
| CONSTRUCTION SUPERVISION/OHD | 177,437 | 159,693 | 49,682 | 209,375 | 209,375 | | - | | 209,375 |
| CONTINGENCY (10%) | 372,617 | 171,129 | 15,180 | 186,309 | | 150,000 | 37,906 | | 187,906 |
| SUB-TOTAL | 4,098,785 | 1,192,835 | 141,325 | 1,334,160 | 753,635 | 505,000 | 216,945 | - | 1,475,580 |
| *RESTAURANT LOT (PROJECT E)* | | | | | | | | | |
| BUILDING CONSTRUCTION (10,000) | 1,750,000 | | | - | - | | - | | - |
| BUILDING ENHANCEMENTS | 100,000 | 100,000 | | 100,000 | 100,000 | | - | | 100,000 |
| PARKING LOT IMPROVEMENTS | 140,850 | 70,425 | 70,425 | 140,850 | 140,850 | | - | | 140,850 |
| SEWER, STORMWATER & DETENTION | 414,000 | 414,000 | | 414,000 | 230,228 | | - | | 414,000 |
| SIGNAGE | 40,000 | | | - | - | | - | | - |
| LANDSCAPING | 35,000 | 35,000 | | 35,000 | 35,000 | | - | | 35,000 |
| LEASE EXPENSES | 59,755 | | | - | - | | - | | - |
| CONSTRUCTION SUPERVISION/OHD | 126,980 | 114,282 | 35,554 | 149,836 | 149,836 | | - | | 149,836 |
| CONTINGENCY (10%) | 266,659 | 119,718 | 13,611 | 133,329 | 133,329 | | - | | 133,329 |
| SUB-TOTAL | 2,933,244 | 853,425 | 119,590 | 973,015 | 789,243 | - | - | - | 973,015 |
| *RESTAURANT LOT (PROJECTS G & H)* | | | | | | | | | |
| PROJECT G BUILDING CONSTRUCTION | 787,500 | | | - | - | | - | | - |
| PROJECT H BUILDING CONSTRUCTION | 1,277,500 | | | - | - | | - | | - |
| BUILDING ENHANCEMENTS | 118,000 | 118,000 | | 118,000 | | 118,000 | - | | 118,000 |
| PARKING LOT IMPROVEMENTS | 219,828 | 109,914 | 109,914 | 219,828 | 94,819 | 125,009 | - | | 219,828 |
| SEWER, STORMWATER & LANDSCAPING | 111,235 | 111,235 | | 111,235 | 133,482 | | - | | 133,482 |
| SIGNAGE | 46,000 | | | - | | | - | | - |
| ENHANCED LIGHTING & LANDSCAPING | 54,800 | 54,800 | | 54,800 | | 27,857 | - | | 27,857 |
| LEASE EXPENSES | 70,511 | | | - | 32,000 | (27,304) | - | | 4,696 |
| CONSTRUCTION SUPERVISION/OHD | 134,269 | 120,842 | 37,595 | 158,437 | 158,437 | | - | | 158,437 |
| CONTINGENCY (10%) | 281,964 | 110,228 | 30,754 | 140,982 | 65,823 | 75,159 | - | | 140,982 |
| SUB-TOTAL | 3,101,607 | 625,019 | 178,263 | 803,282 | 484,561 | 318,721 | - | - | 803,282 |
| *RETAIL LOT (PROJECTS I & J)* | | | | | | | | | |
| PROJECT I BUILDING CONSTRUCTION | 1,500,000 | | | - | | | | | - |
| BUILDING CONSTRUCTION | 787,500 | | | - | | | | | - |
| BUILDING ENHANCEMENTS | 228,750 | 228,750 | | 228,750 | | | | | - |
| PARKING LOT IMPROVEMENTS | 173,453 | 86,726 | 86,726 | 173,452 | | | | | - |
| SEWER, STORMWATER & LANDSCAPING | 45,400 | 45,400 | | 45,400 | | | | | - |
| SIGNAGE | 30,000 | | | - | | | | | - |
| ENHANCED LIGHTING & LANDSCAPING | 112,000 | 112,000 | | 112,000 | | | | | - |
| LEASE EXPENSES | 72,500 | | | - | | | | | - |
| CONSTRUCTION SUPERVISION/OHD | 147,480 | 132,732 | 41,294 | 174,026 | | | | | - |
| CONTINGENCY (10%) | 269,417 | 111,201 | 23,507 | 134,708 | | | 11,190 | | 11,190 |
| SUB-TOTAL | 3,366,500 | 716,809 | 151,527 | 868,336 | - | - | 11,190 | - | 11,190 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| *WAL-MART EXPANSION* | | | | | | | | | |
| BUILDING CONSTRUCTION | 2,000,000 | - | - | - | | | - | | - |
| SUB-TOTAL | 2,000,000 | - | - | - | - | - | - | - | - |
| *PROFESSIONAL FEES* | | | | | | | | | |
| ARCHITECTURAL & ENGINEERING | - | | | - | | | | 2,125 | 2,125 |
| LEGAL & PROFESSIONAL | 250,000 | 200,000 | - | 200,000 | 50,646 | | 101,786 | 70,410 | 413,938 |
| TIF ADMINISTRATION | 75,000 | 75,000 | - | 75,000 | 8,693 | | 17,615 | | 50,873 |
| SUB-TOTAL | 325,000 | 275,000 | - | 275,000 | 59,339 | - | 119,401 | 72,535 | 466,936 |
| TOTAL COSTS | 31,413,365 | 8,547,866 | 998,411 | **9,546,277** | 4,621,681 | 823,721 | 486,704 | 72,535 | **8,558,201** |
| FINANCING COSTS | 19,951,803 | 3,127,805 | 525,192 | **3,652,997** | 865,239 | 1,119,854 | 1,467,112 | - | **3,652,997** |
| GRAND TOTAL COSTS | 51,365,168 | 11,675,671 | 1,523,603 | **13,199,274** | 5,486,920 | 1,943,575 | 1,953,816 | 72,535 | **12,211,198** |

Project A-Wal-Mart
Project B-Macadoodles
Project C-Academy
Project D-Westco
Project E-Lot Behind Academy
Project F-Macadoodles
Project G-Backyard Burgers
Project H-Macadoodles
Project I & J-Beside Macadoodles

CITY OF JOPLIN
TDD BALANCE DUE LISTING
1717 MARKETPLACE
AS OF OCTOBER 31, 2015

| DESCRIPTION | YEARLY PRINCIPAL | YEARLY INTEREST | YEARLY GRAND TOTAL DUE | LIFE PRINCIPAL BALANCE DUE | LIFE INTEREST BALANCE DUE | LIFE GRAND TOTAL DUE |
|---|---|---|---|---|---|---|
| FY 2006 REIMBURSABLE COSTS | 1,002,774 | 70,194 | | | | |
| FY 2006 PAYMENTS | | (89,965) | | | | |
| FY 2006 BALANCE | 1,002,774 | (19,771) | 983,003 | | | |
| FY 2007 REIMBURSABLE COSTS | - | 140,388 | | | | |
| FY 2007 PAYMENTS | | (70,654) | | | | |
| FY 2007 BALANCE | - | 69,734 | 69,734 | 1,002,774 | 49,963 | 1,052,737 |
| FY 2008 REIMBURSABLE COSTS | - | 210,583 | | | | |
| FY 2008 PAYMENTS | | (66,300) | | | | |
| FY 2008 BALANCE | - | 144,283 | 144,283 | 1,002,774 | 194,246 | 1,197,020 |
| FY 2009 REIMBURSABLE COSTS | - | 104,027 | | | | |
| FY 2009 PAYMENTS | | (68,306) | | | | |
| FY 2009 BALANCE | - | 35,720 | 35,720 | 1,002,774 | 229,966 | 1,232,740 |
| FY 2010 REIMBURSABLE COSTS | - | - | | | | |
| FY 2010 PAYMENTS | | (67,135) | | | | |
| FY 2010 BALANCE | - | (67,135) | (67,135) | 1,002,774 | 162,831 | 1,165,605 |
| FY 2011 REIMBURSABLE COSTS | - | - | | | | |
| FY 2011 PAYMENTS | | (50,950) | | | | |
| FY 2011 BALANCE | - | (50,950) | (50,950) | 1,002,774 | 111,881 | 1,114,655 |
| FY 2012 REIMBURSABLE COSTS | - | - | | | | |
| FY 2012 PAYMENTS | | (54,802) | | | | |
| FY 2012 BALANCE | - | (54,802) | (54,802) | 1,002,774 | 57,079 | 1,059,853 |
| FY 2013 REIMBURSABLE COSTS | - | - | | | | |
| FY 2013 PAYMENTS | | (70,998) | | | | |
| FY 2013 BALANCE | - | (70,998) | (70,998) | 988,855 | - | 988,855 |

| | | | | | | |
|---|---|---|---|---|---|---|
| FY 2014 REIMBURSABLE COSTS | - | - | | | | |
| FY 2014 PAYMENTS | | (71,860) | | | | |
| FY 2014 BALANCE | - | (71,860) | (71,860) | 916,995 | - | 916,995 |
| FY 2015 REIMBURSABLE COSTS | - | - | | | | |
| FY 2015 PAYMENTS | | (70,998) | | | | |
| FY 2015 BALANCE | - | (70,998) | (70,998) | 845,997 | - | 845,997 |

**REIMBURSABLE COSTS CAPPED AT TOTAL FINANCING COSTS OF $525,192

CITY OF JOPLIN
TDD COST CERTIFICATION LISTING-1717 MARKETPLACE
AS OF OCTOBER 31, 2015

| DESCRIPTION | TOTAL ALL PROJECT COSTS | NON-TIF PORTION OF TDD COSTS | TOTAL TDD REIMBURSABLE COSTS | TOTAL TDD COST CERTIFICATION |
|---|---|---|---|---|
| *STREET IMPROVEMENTS* | | | | |
| STORM,SANITARY & UTILITY RELOC | 232,465 | 125,000 | 125,000 | 145,000 |
| STREET IMPROVEMENT | 462,238 | 462,238 | 462,238 | 462,238 |
| EXCAVATING & REMOVAL, 15TH | 20,000 | 20,000 | 20,000 | - |
| LIGHTING & SIGNALIZATION | 183,800 | 183,800 | 183,800 | 183,800 |
| ENHANCED STREET LIGHTING/LAND | 36,000 | - | - | - |
| SIGNAGE | 120,000 | - | - | - |
| CONSTRUCTION SUPERVISION/OHD | 52,725 | 42,725 | 42,725 | 42,725 |
| CONTINGENCY (20%) | 272,260 | 169,011 | 169,011 | 169,011 |
| SUB-TOTAL | 1,379,488 | 1,002,774 | 1,002,774 | 1,002,774 |
| TOTAL COSTS | 1,379,488 | 1,002,774 | 1,002,774 | 1,002,774 |
| FINANCING COSTS | - | 525,192 | 525,192 | 525,192 |
| GRAND TOTAL COSTS | 1,379,488 | 1,527,966 | 1,527,966 | 1,527,966 |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 20, 2016**

**Item: RESOLUTION NO. 2016-012**
**Originating Department: FINANCE DEPARTMENT**

Attachments: 1) Resolution No. 2016-012 2) TIF Financial Report and Annual Report

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

Recommended Action: Approve Progress of TIF Redevelopment Plan

**SUMMARY/REQUEST:**
The City of Joplin approved the Joplin Recovery TIF Redevelopment Plan in December of 2012. The Joplin Redevelopment Corporation (JRC) is the developer of this TIF. This TIF issued debt totaling $18,250,000. This is in the starting up phase. The City of Joplin was struck by an EF-5 tornado on May 22, 2011 that damaged or destroyed 30% of the community. As a result, the Redevelopment Plan called for the redevelopment of the approximate 3,100 acres in order to facilitate the recovery and economic revitalization of the area. The Redevelopment Project describes total project costs of $807 million. The Redevelopment Project is comprised of numerous redevelopment project components, including without limitation, the following: land acquisition, market rate housing, affordable housing, senior transitional housing, mixed-use residential housing over retail, medical office buildings, neighborhood revitalization and infrastructure, a new library, amongst other redevelopment.

This TIF District is still in the start-up phase. The gross amount of TIF Bonds issued is $18,250,000. Over twenty years, the total interest is $14,155,292, unless the bonds are paid off early. As of October 31, 2015, the total amount of EATS and PILOTS collected and remitted is $3,733,100. The bond trustee requires a debt service reserve of $1,825,000 that is required to be held until near the end of the debt and then will be applied towards the debt. As set forth in the amortization schedule, only interest payments have been paid to date with principal payments beginning in 2017. Currently, the TIF District is collecting approximately $2,000,000 per year. At this point, it is too early to estimate if the bonds will be paid off prior to the twenty-year maturity. When the debt is repaid fully, this TIF District will end and the taxing jurisdictions will receive the full economic benefits of the improved tax base.

Staff believes this TIF District Redevelopment Project has made satisfactory progress.

**RECOMMENDATION:**
Staff recommends this Resolution be approved.

**RESOLUTION NO. 2016-012**

**A RESOLUTION** of the City of Joplin, Missouri, presenting an annual progress report of the Joplin Recovery TIF Redevelopment Project pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes.

WHEREAS, on December 28, 2012 the City of Joplin approved the Joplin Recovery TIF Redevelopment Project; and,

WHEREAS, RSMo § 99.865 requires an annual public hearing and progress report regarding the redevelopment project.

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

Section 1. That the City of Joplin, Missouri approved the Joplin Recovery TIF Redevelopment Project on December 28, 2012; and,

Section 2. That pursuant to Sections 99.800 to 99.865 of the Missouri Revised Statutes, the City of Joplin, Missouri is required to hold an annual public hearing and present an annual progress report regarding the redevelopment project; and,

Section 3. That the City Council of the City of Joplin, Missouri hereby holds a public hearing and accepts the annual progress report for the Joplin Recovery TIF Redevelopment Project.

Passed and Approved by the Council of the City of Joplin, Missouri, this _____day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

# *Tax Increment Financing Annual Report*
# *City of Joplin, Missouri*

## SECTION 1 DESCRIPTION OF THE PLAN AND PROJECT: As of October 31, 2015

1. Name of the City and/or County (entity that approved the TIF Plan or Project): City of Joplin
2. Name of the Plan or Project: Joplin Recovery Tax Increment Financing Plan
3. Report Period: From November 1, 2014 to October 31, 2015
4. Name of the person who prepared this Annual Report:

   Leslie Haase, Finance Director

5. Contact Information

   a) City or County Contact Agency: City of Joplin, Missouri

   b) Person: Leslie Haase, Finance Director

   c) Phone: (417) 624-0820 ext. 251

   d) Fax: (417) 624-4620

   e) E-mail Address: LHaase@joplinmo.org

   f) Private Sector Developer: Joplin Redevelopment Corporation

   g) Person: Same

   h) Phone: (417) 624-0820

   i) Fax: N/A

   j) E-mail Address: N/A

6. Original Date Plan/Project Approved: December 28, 2012
7. Ordinance Number (*if available*): Ordinance No. 2012-230
8. Most Recent Plan Amendment Date (*if any*) *[99.865.1(9)]*: None
9. Ordinance Number (*if available*): N/A
10. State House District: 128

11. State Senate District: 32

12. School District: Joplin R-VIII School District

13. General Location of Area or Project Area (*if feasible, please attach a copy of Redevelopment Area Boundary Map from Plan*) ***[99.865.1(10)]***:

Approximately 3,100 acres of property within the City generally bordered by various streets including 26th Street, 20th Street, 18th Street, "B" Street, Murphy Boulevard, Campbell Parkway, and 12th Street to the north; various streets including South Range Line Road to the east; various streets including 32nd Street to the south; and various streets including Schifferdecker, Wall Avenue, Byers Avenue, and the Joplin City Limits to the west, excepting an area between 12th Street and 17th/18th Streets.

14. Brief description of Plan/Project ***[99.865.1(10)]***:

The City of Joplin was struck by an EF-5 tornado on May 22, 2011 that damaged or destroyed 30% of the community. As a result, the Redevelopment Plan called for the redevelopment of the approximate 3,100 acres in order to facilitate the recovery and economic revitalization of the area. The Redevelopment Project describes total project costs of $807 million. The Redevelopment Project is comprised of numerous redevelopment project components, including, without limitation, the following: land acquisition, market rate housing, affordable housing, senior transitional housing, mixed-use residential housing over retail, medical office buildings, neighborhood revitalization and infrastructure, a library/theater complex, a consolidated government office facility, a performing and visual arts center, a Downtown education complex, multi-purpose event venue and sports complex, and a hotel and convention center.

15. Plan/Project Status (*Circle or check one which best describes status*):

**X Starting Up** ☐ Seeking Developer ☐ Under Construction

Fully-Operational ☐ Inactive ☐ District Dissolved

*If clarification is needed:*_____

16. Area Type (*Circle or check all applicable*)

***X Blight*** Conservation ☐ Economic Development

17. How was the "but-for" determination made? (*Circle or check all applicable*):

***X Project had unusual/extraordinary costs that made the project financially unfeasible in the market place.***

***X Project required significant public infrastructure investment to remedy existing inadequate conditions.***

☐ Project required significant public infrastructure investment to construct adequate capacity to support the project.

***X Project required parcel assembly and/or relocation costs.***

Other (describe):

18. Major Development Obstacles to be Overcome: Private investment in rebuilding a devastated area of any city is inordinately expensive and inherently risky. The major development obstacles are the cost of site preparation, cost of property acquisition and assembly, cost of construction of various buildings and site improvements, cost of constructing public buildings and facilities to replace and upgrade those lost in the May 22, 2011 tornado, costs of potential environmental testing and remediation activities, cost of removal of obsolete utilities, and cost required to construct utilities and other public infrastructure.

19. Briefly Describe the Project's Public Benefit(s) *[99.865.1(10)]*: Due to the level of destruction wrought by the tornado, the area on the whole is not likely to experience growth and development through investment by private enterprise at the level that is needed for the City of Joplin to recover and be financially stable. The scope of public facilities, new housing, and businesses needed to be constructed will require significant public-private partnerships, and a host of local, State, and Federal incentives for its realization.

20. Briefly Describe Agreements with the Developer *[99.865.1(9)]*: N/A

21. Brief Description of Any Agreements with the Affected Taxing Districts *[99.865.1(9)]*: None.

22. Number of Relocated Residences During This Report Period: None.

23. Number of Relocated Businesses During This Report Period: None.

24. Number of Parcels Acquired Through Use of Eminent Domain Power In This Report Period *[99.865.1(12)]*: None.

25. Identify any Businesses that have Relocated to the Redevelopment Area During This Report Period: ***(Completion of This Section Satisfies Requirements of 99.810.2 'New Business Report', Otherwise Due by 2/28/2011).***

| Name | Address | Phone Number | Primary Business Line | Relocated from What City/County? |
|---|---|---|---|---|
| None | | | | |
| | | | | |

***(Please Attach List Separately If Necessary or Desired)***

26. Estimate of New Jobs: ***Projected:*** 1,299 ***Actual to date:*** -0-

27. Estimate of Retained Jobs: ***Projected:*** N/A ***Actual to date:*** N/A

## SECTION 2: TAX INCREMENT FINANCING REVENUES

28. TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

a. Payment in Lieu of Taxes (PILOTs): *[99.865.1(6)]*

Total received since inception: $1,642,963.14 Amount on hand: $-0- *(As of Report Date)*

b. Economic Activity Taxes (EATs): *[99.865.1(8)]*

Total received since inception: $2,090,406.48 Amount on hand: $-0- *(As of Report Date)*

**Total Revenue on hand in the Special Allocation Fund as of Report Date:** *[99.865.1(1)]* $-0-

29. Expenditures For Total Project Costs Funded by TIF: *[99.865.1(2)]*

| | **Total Since Inception** | **Report Period Only** |
|---|---|---|
| a) Public Infrastructure(streets, utilities, etc.) | $-0- | $-0- |
| b) Site Development(grading, dirt moving, etc) | $-0- | $-0- |
| c) Rehab of Existing Buildings *[99.865.1(11)]* | $-0- | $-0- |
| d) Acquisition of land or buildings *[99.865.1(11)]* | $8,343,494.15 | $1,214,358.15 |
| e) Other (specify):Professional Fees | $163,886.96 | $-124,980.04 |
| f) Other (specify): Financing Costs | $-0- | $-0- |

Amount Paid on Debt Service: *[99.865.1(3)]*

g) Payments of Principal and Interest on Outstanding Bonded Debt:
Since Inception: $2,631,776.37 This Reporting Period: $1,205,393.76

h) Reimbursement to Developer for Eligible Costs:
Since Inception: $N/A This Reporting Period: $N/A

i) Reimbursement to Municipality (or Other Public Entity) for Eligible Costs:
Since Inception: $N/A This Reporting Period:$N/A

30. Anticipated TIF **Reimbursable** Costs *(Only include hard costs; do not include interest or bond issuance costs.)*

a. Public Infrastructure and Site Development Costs (Utility Extensions, Road Improvements, Stormwater, Demolition, Grading, etc.) $8,000,000

b. Property Acquisition and Relocation Costs $30,000,000

c. Project Implementation Costs (including Professional Fees) $ 250,000.00

d. Other: School District Capital Contribution
$13,000,000

e. Other (specify): $-0-

**Total Anticipated TIF Reimbursable Project Costs** $42,000,000

31. Anticipated **Total Project Costs**: $807,000,000

*(Please attach a copy of the budgets from the Redevelopment Plan for Anticipated Total Project Costs and Anticipated Reimbursable TIF Costs if any revisions occurring since previous filing.)*

32. TIF Financing Method (Circle or check all that apply):
Pay-as-you-go ☐ General Obligation Bonds ☐ TIF Notes ☐ Loan

***X TIF bond*** ☐ Industrial Revenue Bond ☐ Other ☐ Other

Maturity of TIF Obligations *(term of the TIF payout)*

33. Original Estimate (# of Years to Retirement) 20 years

34. Current Anticipated Estimate (# of Years to Retirement) 11 years

35. Original Assessed Value of the Redevelopment Project: *[99.865.1(4)]* $80,933,420 (Base Year)

36. Assessed Valuation Added to the Redevelopment Project (As of the end of the rpt. period): *[99.865.1(5)]* $28,872,990

37. Anticipated Assessed Value at Time of District Termination: $172,993,691 when all phases complete

38. Total Amount of **Base Year** EATs *[99.865.1(7)]*: $5,919,812

39. Total Amount of **Base Year** PILOTs: $3,662,732

40. Total Annual EATs Anticipated at Time of District Termination: $646,100 annually

41. Total Annual PILOTS Anticipated at Time of District Termination: $4,544,500 annually

42. Percentage of EATs Captured *(per TIF Plan, usually up to 50%)*: 50%

43. Total Years Anticipated to Capture EATs *(per TIF Plan, up to 23 years)*: 23 years

44. Percentage of PILOTs Captured *(per TIF Plan, usually up to 100%)*: 100%

45. Total Years Anticipated to Capture PILOTs *(per TIF Plan, up to 23 years)*: 23 years

## SECTION 3: CERTIFICATION OF CHIEF EXECUTIVE OFFICER OF MUNICIPALITY OR AGENCY

*This section is not a requirement of 99.865.1-8, RSMo, but is required, along with other submitted certifications by the municipality or agency, in the event the municipality desires the Department of Economic Development to provide statement of conformance with the TIF Annual Report Statutes.*

**I, Michael Seibert, Mayor, certify that, to the best of my knowledge and**
*(Name of Chief Executive Officer of Municipality or Agency)*

**belief, the statements of fact contained in this report are true and correct.**

_____
*(Signature of affiant)*

_____*Mayor*_____
*(Title of affiant)*

****Please include any before and after color photographs of the Redevelopment Area that are available. If the site has not yet been redeveloped, if possible please include a before picture and a rendering of what the site will look like after redevelopment.**

**Send Report to:**
**Missouri Department of Economic Development**
**Attn: TIF Annual Report**
P.O. Box 118, 301 West High Street
Jefferson City, Missouri 65102
Fax: (573) 522-9462

**Further Information:**
**Hal Van Slyck, (573) 526-0748**
**Ann Perry, (573) 522-8004**

CITY OF JOPLIN
SERIES 2013 A (TAXABLE) - RECOVERY TIF REVENUE BONDS
AS OF OCTOBER 31, 2015

| | | |
|---|---|---|
| | $ 12,415,000.00 | Issued Bonds July 25, 2013 |
| | $ 8,500,000.00 | Project TIF Acct (Construction Acct) |
| | 2,156,468.75 | Capital Interest Acct |
| | 1,241,500.00 | Debt Service Reserve Acct |
| | 248,300.00 | Underwriter's Discount |
| | 136,437.50 | Discount on Bonds Payable |
| | 132,293.75 | Cost of Issuance |
| | $ 12,415,000.00 | |

**Project TIF Acct (Construction Acct)**

| | | |
|---|---|---|
| | $ 8,500,000.00 | |
| | (4,899,842.86) | Arvest Bank (JRC Consortium) - Request #1 - Land Purchases |
| | (2,229,293.25) | Jennings Lease Payment - Request #3 |
| | (1,214,358.04) | Arvest Bank Bridge Loan Payment - Request #6 - Land Purchases |
| | (163,886.95) | PGAV Planners - Request #4 - Updated TIF Revenue Bond Study |
| * | 7,313.54 | Transfer from COI to assist Request #6 payment |
| | $ 8.58 | Current Balance as of 10/31/15 |

**Capital Interest Acct**

| | | |
|---|---|---|
| | $ 2,156,468.75 | |
| 10/1/13 | (158,141.04) | Interest Payment |
| 4/1/2014 | (431,228.75) | Interest Payment |
| 10/1/2014 | (431,293.63) | Interest Payment |
| 4/1/2015 | (431,293.75) | Interest Payment |
| 8/21/2015 | (704,931.78) | Transfer of Remaining Capital Interest to Bond Pymt Acct |
| | | Will be used to pay future Interest Payments |
| | $ - | Current Balance as of 10/31/15 |

**Cost of Issuance**

| | | |
|---|---|---|
| | $ 132,293.75 | |
| | (51,000.00) | Gilmore & Bell |
| | (34,000.00) | Spencer Fane |
| | (17,000.00) | Piper Jaffray |
| | (17,000.00) | PGAV Planners |
| | (4,174.69) | Stifel Nicholas |
| | (989.52) | Piper Jaffray |
| | (816.00) | UMB Bank |
| * | (7,313.54) | Transfer to Project TIF Acct to assist Request #6 payment |
| | $ - | Current Balance as of 10/31/15 |

Summary of Account Balances

| | |
|---|---|
| **Project TIF Acct (Construction Acct)**<br>Current Balance - as of 10/31/2015 | $8.58 |
| **Capital Interest Acct**<br>Current Balance - as of 10/31/2015 | $ - |
| **Debt Service Reserve Acct**<br>Current Balance - as of 10/31/2015 | $1,241,521.69 |
| **Cost of Issuance**<br>Current Balance - as of 10/31/2015 | $0.00 |

CITY OF JOPLIN
SERIES 2013 B (TAX-EXEMPT) RECOVERY TIF REVENUE BONDS
AS OF OCTOBER 31, 2015

| | | |
|---|---|---|
| $ | 5,835,000.00 | Issued Bonds July 25, 2013 |
| $ | 4,500,000.00 | Project TIF Acct (Construction Acct) |
| | 514,209.38 | Capital Interest Acct |
| | 583,500.00 | Debt Service Reserve Acct |
| | 116,700.00 | Underwriter's Discount |
| | 58,350.00 | Discount on Bonds Payable |
| | 62,240.62 | Cost of Issuance |
| $ | 5,835,000.00 | |

**Project TIF Acct (Construction Acct) (Library)**

| | | |
|---|---|---|
| $ | 4,500,000.00 | |
| * | 3,426.54 | Transfer from COI to assist Request #6 payment |
| $ | 4,504,413.15 | Current Balance as of 10/31/15 (Includes monthly interest income) |

**Capital Interest Acct**

| | | |
|---|---|---|
| $ | 514,209.38 | |
| 10/1/2013 | (62,847.81) | Interest Payment |
| 4/1/2014 | (171,372.13) | Interest Payment |
| 10/1/2014 | (171,403.08) | Interest Payment |
| 2/23/2015 | (108,634.15) | Transfer of Remaining Capital Interest to Bond Pymt Acct |
| | | Will be used to pay future Interest Payments |
| $ | - | Current Balance as of 10/31/15 |

**Cost of Issuance**

| | | |
|---|---|---|
| $ | 62,240.62 | |
| | (24,000.00) | Gilmore & Bell |
| | (16,000.00) | Spencer Fane |
| | (8,000.00) | Piper Jaffray |
| | (8,000.00) | PGAV Planners |
| | (1,964.56) | Stifel Nicholas |
| | (465.66) | Piper Jaffray |
| | (384.00) | UMB Bank |
| * | (3,426.54) | Transfer to Project TIF Acct to assist Request #6 payment |
| $ | - | Current Balance as of 10/31/15 |

Summary of Account Balances

| | |
|---|---|
| **Project TIF Acct (Construction Acct)**<br>Current Balance - as of 10/31/2015 | $ 4,504,413.15 |
| **Capital Interest Acct**<br>Current Balance - as of 10/31/2015 | $ - |
| **Debt Service Reserve Acct**<br>Current Balance - as of 10/31/2015 | $583,510.35 |
| **Cost of Issuance**<br>Current Balance - as of 10/31/2015 | $0.00 |

**Projected Revenue Compared to PGAV Bond Analysis**
**January - December 2015**

| | EATS | PILOTS | Total |
|---|---|---|---|
| **Jan-15** | 79,464.14 | 716,981.98 | 796,446.12 |
| **Feb-15** | 34,673.39 | 8,161.30 | 42,834.69 |
| **Mar-15** | 215,367.28 | 64,299.72 | 279,667.00 |
| **Apr-15** | 98,681.24 | 8,716.14 | 107,397.38 |
| **May-15** | 49,261.32 | 2,029.51 | 51,290.83 |
| **Jun-15** | 79,313.28 | 8,165.12 | 87,478.40 |
| **Jul-15** | 78,997.30 | 3,215.66 | 82,212.96 |
| **Aug-15** | 46,344.22 | 4,340.87 | 50,685.09 |
| **Sep-15** | 80,366.18 | 4,312.18 | 84,678.36 |
| **Oct-15** | 84,957.75 | 1,793.67 | 86,751.42 |
| **INTEREST** | 40.57 | 141.35 | 181.92 |
| **Nov-15** | 53,014.27 | 1,006.68 | 54,020.95 |
| **Dec-15** | 112,947.79 | 253,734.61 | 366,682.40 |
| **Actual Total** | **1,013,428.73** | **1,076,898.79** | **2,090,327.52** |
| **BEST CASE** | | | |
| Projected Total | 817,600.00 | 867,200.00 | 1,684,800.00 |
| Dif between Actual & Proj | 195,828.73 | 209,698.79 | 405,527.52 |
| **MIDDLE CASE** | | | |
| Projected Totals | 301,500.00 | 450,700.00 | 752,200.00 |
| Dif between Actual & Proj | 711,928.73 | 626,198.79 | 1,338,127.52 |
| **ZERO CASE** | | | |
| Projected Totals | 110,700.00 | 323,500.00 | 434,200.00 |
| Dif between Actual & Proj | 902,728.73 | 753,398.79 | 1,656,127.52 |

**Projected Revenue Compared to PGAV Bond Analysis**
**January 2013 - December 2015**

| | EATS | PILOTS | Total |
|---|---|---|---|
| **2013** | 307,138.16 | 111,239.87 | 418,378.03 |
| **2014** | 799,641.49 | 718,464.19 | 1,518,105.68 |
| **2015** | 1,013,428.73 | 1,076,898.79 | 2,090,327.52 |
| **Actual Total** | **2,120,208** | **1,906,603** | **4,026,811** |
| **BEST CASE** | | | |
| Projected Total | 1,324,900 | 1,222,200 | 2,547,100 |
| Difference between Actual & Projected | 795,308 | 684,403 | 1,479,711 |
| **MIDDLE CASE** | | | |
| Projected Totals | 551,300 | 805,700 | 1,357,000 |
| Difference between Actual & Projected | 1,568,908 | 1,100,903 | 2,669,811 |
| **ZERO CASE** | | | |
| Projected Totals | 233,000 | 718,900 | 951,900 |
| Difference between Actual & Projected | 1,887,208 | 1,187,703 | 3,074,911 |

**The Industrial Development Authority of the City of Joplin, Missouri**

Tax Increment Revenue Bonds
(Joplin Recovery TIF Redevelopment Project)
Series 2013A (Taxable)

# Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 07/25/2013 | - | - | - | - | - |
| 10/01/2013 | - | - | 158,141.04 | 158,141.04 | - |
| 04/01/2014 | - | - | 431,293.75 | 431,293.75 | 589,434.79 |
| 10/01/2014 | - | - | 431,293.75 | 431,293.75 | - |
| 04/01/2015 | - | - | 431,293.75 | 431,293.75 | 862,587.50 |
| 10/01/2015 | - | - | 431,293.75 | 431,293.75 | - |
| 04/01/2016 | - | - | 431,293.75 | 431,293.75 | 862,587.50 |
| 10/01/2016 | - | - | 431,293.75 | 431,293.75 | - |
| 04/01/2017 | 10,000.00 | 6.250% | 431,293.75 | 441,293.75 | 872,587.50 |
| 10/01/2017 | - | - | 430,981.25 | 430,981.25 | - |
| 04/01/2018 | 330,000.00 | 6.250% | 430,981.25 | 760,981.25 | 1,191,962.50 |
| 10/01/2018 | - | - | 420,668.75 | 420,668.75 | - |
| 04/01/2019 | 575,000.00 | 6.250% | 420,668.75 | 995,668.75 | 1,416,337.50 |
| 10/01/2019 | - | - | 402,700.00 | 402,700.00 | - |
| 04/01/2020 | 830,000.00 | 6.398% | 402,700.00 | 1,232,700.00 | 1,635,400.00 |
| 10/01/2020 | - | - | 376,150.00 | 376,150.00 | - |
| 04/01/2021 | 1,000,000.00 | 6.750% | 376,150.00 | 1,376,150.00 | 1,752,300.00 |
| 10/01/2021 | - | - | 342,400.00 | 342,400.00 | - |
| 04/01/2022 | 1,255,000.00 | 6.750% | 342,400.00 | 1,597,400.00 | 1,939,800.00 |
| 10/01/2022 | - | - | 300,043.75 | 300,043.75 | - |
| 04/01/2023 | 1,340,000.00 | 6.750% | 300,043.75 | 1,640,043.75 | 1,940,087.50 |
| 10/01/2023 | - | - | 254,818.75 | 254,818.75 | - |
| 04/01/2024 | 1,615,000.00 | 7.046% | 254,818.75 | 1,869,818.75 | 2,124,637.50 |
| 10/01/2024 | - | - | 197,925.00 | 197,925.00 | - |
| 04/01/2025 | 1,785,000.00 | 7.250% | 197,925.00 | 1,982,925.00 | 2,180,850.00 |
| 10/01/2025 | - | - | 133,218.75 | 133,218.75 | - |
| 04/01/2026 | 2,075,000.00 | 7.250% | 133,218.75 | 2,208,218.75 | 2,341,437.50 |
| 10/01/2026 | - | - | 58,000.00 | 58,000.00 | - |
| 04/01/2027 | 1,600,000.00 | 7.250% | 58,000.00 | 1,658,000.00 | 1,716,000.00 |
| **Total** | **$12,415,000.00** | - | **$9,011,009.79** | **$21,426,009.79** | - |

## Yield Statistics

| | |
|---|---|
| Bond Year Dollars | $128,273.58 |
| Average Life | 10.332 Years |
| Average Coupon | 7.0248367% |
| Net Interest Cost (NIC) | 7.3247718% |
| True Interest Cost (TIC) | 7.4479698% |
| All Inclusive Cost (AIC) | 7.6040622% |

## IRS Form 8038

| | |
|---|---|
| Net Interest Cost | 7.2132460% |
| Weighted Average Maturity | 10.328 Years |

**The Industrial Development Authority of the City of Joplin, Missouri**

Tax Increment Revenue Bonds

(Joplin Recovery TIF Redevelopment Project)

Series 2013B (Tax-Exempt)

# Debt Service Schedule

Part 1 of 2

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 07/25/2013 | - | - | - | - | - |
| 10/01/2013 | - | - | 62,847.81 | 62,847.81 | - |
| 04/01/2014 | - | - | 171,403.13 | 171,403.13 | 234,250.94 |
| 10/01/2014 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2015 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2015 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2016 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2016 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2017 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2017 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2018 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2018 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2019 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2019 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2020 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2020 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2021 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2021 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2022 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2022 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2023 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2023 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2024 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2024 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2025 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2025 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2026 | - | - | 171,403.13 | 171,403.13 | 342,806.26 |
| 10/01/2026 | - | - | 171,403.13 | 171,403.13 | - |
| 04/01/2027 | 680,000.00 | 5.875% | 171,403.13 | 851,403.13 | 1,022,806.26 |
| 10/01/2027 | - | - | 151,428.13 | 151,428.13 | - |
| 04/01/2028 | 2,590,000.00 | 5.875% | 151,428.13 | 2,741,428.13 | 2,892,856.26 |
| 10/01/2028 | - | - | 75,346.88 | 75,346.88 | - |
| 04/01/2029 | 2,565,000.00 | 5.875% | 75,346.88 | 2,640,346.88 | 2,715,693.76 |
| **Total** | **$5,835,000.00** | - | **$5,144,282.34** | **$10,979,282.34** | - |

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES June 6, 2016

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America –led by Mrs. Colbert-Kean

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

Motion by Mr. Stinnett, second by Mr. Shaw to excuse Taylor Brown. Voting in favor were: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 0.

PRESENTATIONS
Service Recognition: Police Chief Matt Stewart presented a plaque to Dale Potter and Karen Brown, son and daughter of the late Leroy Potter, for Leroy's outstanding and dedicated service to the Joplin Police Department's Citizen's Advisory Council.

Flag Presentation: Allen Shirley and Brad Belk presented the City of Joplin with a special US flag that survived the Joplin 2011 tornado. Material from two of the red stripes were used to add to a US flag that flew in New York during the 9/11 attacks and had some missing sections. That flag is now on display at the National Museum at Ground Zero in New York City.

Flag Presentation: Rob Chappell, County Coroner, presented a special US flag to the City of Joplin from DMORT Region VII – Disaster Mortuary Operational Response Team, who came in to assist with identifying the victims of the 2011 tornado. The flag was displayed at the temporary morgue and was presented in memory of the 161 lives that were lost during that tragic storm.

REPORTS AND COMMUNICATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures read by Assistant City Clerk Barbara Gollhofer

PUBLIC HEARING for COUNCIL BILL NO. 2016-264 - AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, to "Main Street" in the City of Joplin, Newton County, Missouri. (Requested by City of Joplin. Planning and zoning recommended approval)

Mayor Seibert opened the Public Hearing

No one appeared in favor of or opposition to this council bill.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2016-264. Motion by Mr. Stanley, second by Mrs. Lewis that Council Bill No. 2016-264 be placed on First Reading and passed. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1

PUBLIC HEARING for COUNCIL BILL NO. 2016-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-2 property as described below and located at 1401 East Central Street in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing.

Barbie Huff, 1920 E. 34th St. Joplin, appeared in favor of this council bill.

No one appeared in opposition to this council bill.

The public hearing was closed.

Mr. West introduced Council Bill No. 2016-265. Motion by Mr. West, second Mr. Stanley that Council Bill No. 2016-265 be placed on First Reading and passed. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1

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

Minutes of the May 16, 2016 Council Meeting

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Stanley introduced Council Bill No. 2016-125 - AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Two Hundred Seventy-Six and no/100 Dollars ($172,276.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2016-125 be removed from the agenda. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1.

Mr. Stinnett introduced Council Bill No. 2016-126 - AN ORDINANCE approving an Agreement with Joplin Area Habitat for Humanity Inc., for the acquisition of property necessary for the closure of the at-grade crossing near 10th Street and Sergeant Avenue; and authorizing the City Manager to convey the described property rights by Quit Claim deed; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2016-126 be approved on an

emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2016-084**.

Mr. Stanley introduced Council Bill No. 2016-127 - AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on 32nd Street from Main Street to Jackson Avenue to 40 m.p.h.; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw to approve Council Bill No. 2016-127 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2016-085.**

Mr. West introduced Council Bill No.2016-128 - AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Connecticut Avenue from 20th Street to Murphy Blvd. to 35 m.p.h.; and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary to approve Council Bill No. 2016-128 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **ORD2016-086**

Mr. Shaw introduced Council Bill No. 2016-406 - AN ORDINANCE approving the City of Joplin to execute Work Authorization Number 5 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide implementation and administrative activities, not to exceed One Million, Five Hundred Twenty-One Thousand Dollars ($1,521,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley to approve Council Bill No. 2016-406 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **ORD2016-087**

Mr. Stanley introduced Council Bill No.2016-512 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Lewis to approve Council Bill No. 2016-512 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **ORD2016-086**

**Ordinances – First Reading**

Mr. West introduced Council Bill No. 2016-004 – AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel. Motion by Mr. West, second by Mrs. Colbert-Kean to pass Council Bill No. 2016-004 on First Reading and advanced to Second and Third. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1. The bill was read as being Council Bill No. 2016-004.

Ordinances – Second Reading and Third Reading

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

News from the PIO
Sanitary sewer work begins this week in the area of 20th & Connecticut Avenues. This project will cause some lane closures in the area. The biggest impact to travelers & local residents is expected to occur initially when the north side of the intersection of 20th & Connecticut Ave is closed entirely in order to facilitate work on deep sanitary sewer lines. Detours will be provided during the anticipated week-long closure, weather permitting. The work in the vicinity of the 20th and Connecticut intersection should be completed by mid to late July, if weather permits.

Citizens are invited to a Public Meeting on Tuesday, June 7 to learn more about the designs of the Main Street corridor from 15th Street to 31st Street, as well as 20th Street from Main Street to Range Line Road. Plans for these two large projects will be displayed for the public to view and learn about the work to be completed including pavement improvements, new street lighting, reconstruction of sidewalks, and construction of a shared use path on the south side of 20th Street. The public meeting will be held from 4:30 p.m. to 7 p.m. tomorrow in the Talon Room of the Joplin High School Performing Arts Center. For those citizens unable to attend this meeting, they can go to www.joplinjet.com to view the maps and learn about the projects, as well as leave their comments and suggestions. The public comment period ends on Friday, June 17.

The Shell Rotella SuperRigs will be in Joplin this weekend, with the Giants of Joplin coming downtown this Friday, June 10 from 6 pm to 10 pm., with a "Best Lights" competition during the street party. Rotella SuperRigs® is a fun event for the whole family. Details at www.joplinmo.org..

Mayor Seibert thanked Tom Rhoads, a local individual who donated a beautiful hand-turned gavel to the city to use at council meetings. Mr. Rhoads was recently featured in a newspaper article for his wood craftsmanship skills. The article mentioned a special gavel he made for the Missouri Senate and after reading the article, Mayor Seibert expressed interest in having a similar gavel made for the city. Mr. Rhoads was happy to oblige by presenting the handmade gavel to the city.

Mr. Stanley thanked all the city staff and their departments who were involved with the preparation and break-down of all the activities surrounding the 5-year anniversary of the tornado. Their efforts were recognized and truly appreciated for making this a time of respectful remembrance.

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, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion Stanley, second by Mr. Stinnett to go into closed session. Voting in favor were Council Members: Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, West 8. Nays: 0. Absent: Brown, 1.

There being no further business the meeting adjourned at 7:20 p.m.

Submitted,

Barbara J. Gollhofer, Assistant City Clerk, MRCC

CITY OF JOPLIN CITY COUNCIL AGENDA ITEM

**REQUESTED SPECIAL COUNCIL MEETING DATE:** June 6, 2016
**ITEM:** Council Bill No. 2016-004 authorizing and adopting provisions for collective bargaining with law enforcement personnel.

**ORIGINATING DEPARTMENT:** Legal
**ATTACHMENTS:** Council Bill No. 2016-004; Exhibit "A": Agreement.

| | |
|---|---|
| **DEPARTMENT HEAD:** | Peter C. Edwards |
| **FINANCE DIRECTOR:** | Leslie Haase |
| **POLICE CHIEF:** | Matt Stewart |
| **CITY MANAGER:** | Samuel L. Anselm |

**INTRODUCTION:**

This Council Bill authorizes an Agreement and adopts provisions for collective bargaining with law enforcement personnel.

**DISCUSSION:**

As you are aware, the City received a request recently regarding the Police Department and the request to be recognized as a collective bargaining unit.

We are required to pass such an ordinance; this Provisions for Collective Bargaining with Law Enforcement Personnel Agreement will satisfy that requirement.

**RECOMMENDATION:**

Staff recommends that this Council Bill be placed on First Reading.

PCE
attachments

# CITY OF JOPLIN

## Provisions for Collective Bargaining with Law Enforcement Personnel

## ARTICLE I

## PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Joplin can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.

## ARTICLE 2

## COVERAGE

2.1 These provisions shall apply to all sworn full-time police officers employed in the Police Department.

2.2 It is the City's determination that all sworn full-time non-supervisory police officers employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. Further, it shall be at the option of the supervisory employees as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Sergeants, Captains, Lieutenants, Majors, Assistant Chief of Police, the Chief of Police, and the Jail Administrator shall be considered supervisory employees. It is further noted that while Corporals perform supervision as a part of their position, they are classified as non-exempt under the FLSA, and for purposes of collective bargaining, are included as a part of the bargaining unit.

2.2.2 Confidential employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

2.2.3 Managerial employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any non-supervisory employees within the Police Department.

## ARTICLE 3

## DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, in either a supervisory or non-supervisory bargaining unit, shall present to the City's Director of Human Resources, cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

3.2 Upon receiving such cards, the Director of Human Resources shall validate the signatures on the cards, and confirm that at least thirty percent (30%) of the employees in the bargaining unit have signed cards. If the Director determines that at least thirty percent (30%) of the employees in the unit have signed valid cards, the Director shall consult with the Chief of Police and the representative of the labor organization that has presented the cards and together they shall select a mutually agreeable date for a secret ballot election to take place. The election shall be held at City Hall, and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Director first receives the cards from the labor organization's representative, unless the Director, the Chief of Police, and the representative of the labor organization all agree upon earlier date.

3.3 Once an election date has been set, the City Clerk shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the City Clerk shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the City Clerk shall oversee the counting of the ballots. One representative of the Police Department management team and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Joplin Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Director of Human Resources cards bearing the signatures of at least thirty percent (30%) of the employees within the bargaining unit stating that those employees no longer wish to be represented by the labor organization in question, the Director shall first validate the signatures on the cards.

3.6.1 If the Director confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the Director shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Director receives the decertification cards, and no later than six weeks after the Director receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent (50%) of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Council.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Director of Human Resources shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

## ARTICLE 4

## COLLECTIVE BARGAINING PROCESS

4.1 After a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, and within thirty (30) days of the bargaining unit's written notice to the City of its intent to beginning collective bargaining negotiations, representatives of the City, designated by the City Attorney, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection.

4.5 This Ordinance is not intended to interfere with the City Council's powers and authority to adopt an annual budget. With regard to economic terms, the parties understand that all appropriations are subject to the adoption of an annual budget. The parties may elect to bargain non-economic terms for longer periods (e.g., three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

## ARTICLE 5

## CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations:

5.1.1 Every labor agreement shall include a provision reserving to management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable work rules and standard operating procedures, so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2 Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

## ARTICLE 6

## EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall, the City Council shall have the right to require the modification of the economic terms of any labor agreement.

6.2 Should the City Council deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City Council's requirements, the City Council shall have the right to make necessary adjustments on its own authority.

## ARTICLE 7

## VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provision shall be removed, but all other provisions contained herein shall remain in effect.

COUNCIL BILL NO. 2016-004 ORDINANCE NO.

AN ORDINANCE authorizing and adopting provisions for collective bargaining with law enforcement personnel.

WHEREAS, Lodge 27 of the Fraternal Order of Police requested that the City of Joplin "City" recognize Lodge 27 as the exclusive bargaining representative for the City's police officers for the purposes of collective bargaining; and,

WHEREAS, two Missouri Circuit Courts have ordered cities to establish a framework of their choosing for collective bargaining with those cities' police officers; and,

WHEREAS, The City Council of the City of Joplin, Missouri, deems it to be in the City's best interest to adopt provisions for collective bargaining with the City's law enforcement personnel.

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

Section 1. Collective Bargaining Provisions Adopted. That the Provisions for Collective Bargaining with Law Enforcement Personnel Agreement attached hereto and incorporated herein as Exhibit "A" be, and hereby is, approved and adopted.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 6, 2016**

**Item: COUNCIL BILL NO. 2016-264**
**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: 5/9/2016

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

SUMMARY/REQUEST:
Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to rename the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

STAFF SUMMARY:
The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd street, while Hearnes Boulevard continues south from 33rd Street south to the City limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd Street, and the change can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit as 'MAIN STREET EXIT'. Because Main Street does not touch this interchange, Federal Highway Administration regulations prohibit the exit being named for Main Street. If visitors try to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

Currently, there is an effort to rename the portion of the 249 bypass east of Joplin in honor of Governor Warren E. Hearnes.

Staff recommends approval of Case 016-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Patrick Tuttle, Convention & Visitors Bureau Director for the City of Joplin, presented this request to the Planning and Zoning Commission and the City Council a year ago, with the City Council not approving the request at that time.

On April 13, 1965, the City Council named the newly developed roadway as Hearnes Boulevard. Former Governor Warren E. Hearnes is credited with giving Joplin its four-year university. The new part of Main Street extending from 33rd Street to the south city limits was dedicated to the governor's honor. Mr. Tuttle is working on a project to name the Route 249 Bypass in Governor Hearnes' honor as a memorial highway, creating a longer and better legacy for the governor.

Mr. Tuttle discussed the impact of Mercy Hospital being in the south part of Joplin, with the area changing to commercial with more medical influence. People traveling between Freeman and Mercy hospitals must use a roadway that may not be familiar to them. This is not a positive part of the Joplin community when people are in timeless stress or dire need to find their loved ones.

Mr. Tuttle stated the name Main Street cannot be placed on signage on I-44. The federal highway standards do not allow that because Main Street does not touch I-44. Joplin's downtown businesses or historical districts cannot be promoted along I-44 since the roadway is named Hearnes Boulevard in that area. Access to the Joplin Regional Airport is now being directed from I-44 via Range Line Road and through Webb City, even though the airport terminal has been moved onto North Main Street.

Mr. Tuttle has visited with Mrs. Hearnes since this request was initially presented last year. She is very much appreciative that the City of Joplin is taking the time to consider naming Route 249 in Governor Hearnes' honor and understands the growth along Main Street with Mercy Hospital. She supports the name change to Main Street and has endorsed a letter to the City of Joplin stating such. The letter is to support the Missouri Department of Transportation (MoDOT) application for naming Route 249 in the governor's honor.

Mr. Tuttle asked for a recommendation to change the name of Hearnes Boulevard to Main Street for the sake of tourism, for the sake of Mercy Hospital, and for the sake of the area businesses.

Mr. Ramsour asked if the roadway between 32nd and 33rd Streets is actually named Main Street, and Mr. Tuttle replied that block is South Main. The ordinance states the roadway is named Hearnes Boulevard from 33rd Street to the city limits, which has moved over several years' time. The current city limits lie south of Riviera Drive near the Silver Creek bridge.

Mr. Duncan asked why the commissioners are not looking at the application to move the name Hearnes to Route 249. Mr. Tuttle replied MoDOT suggested doing the renaming first, with renaming to follow. The City Council wanted to do both simultaneously.

Mr. Tuttle stated the Missouri Southern State University (MSSU) Board of Governors thought this was a decisive issue amongst the City Council, even though the vote was split. The Board of Governors will not support this request without a letter from the Mayor. Mr. Tuttle will present to the City Council a prepared letter to the president of the MSSU Board of Governors asking for their full support and endorsement of the application as well. The application has a 100-person signature with a $2,000 fee, and an application signed by all parties of interest, as well as the area legislators, who are all in favor of the request.

Mr. Smith asked if the entire roadway will be named Main Street, and Mr. Tuttle replied yes.

PUBLIC COMMENT: None.

Z&P Meeting: May 9, 2016
City Council Meeting: June 6, 2016

# STAFF PLANNING REPORT
## Street Re-naming

| | |
|---|---|
| **CASE 016-16** | A request to re-name the existing public right-of-way from "Hearnes Boulevard" to "Main Street" |
| **LOCATION** | Beginning at 33rd St. and extending south to the current City of Joplin boundary |
| **APPLICANT** | City of Joplin |

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**CLASSIFICATION OF STREET**
Arterial – MoDOT

**HAVE ALL PROPERTY OWNERS ALONG THE STREET AGREED TO THE NAME CHANGE?**
Yes.

**DISCUSSION**
The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd street, while Hearnes Boulevard continues south from 33rd Street south to the City limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd Street, and the change can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit as 'MAIN STREET EXIT'. Because Main Street does not touch this interchange, Federal Highway Administration regulations prohibit the exit being named for Main Street. If visitors try to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

Currently, there is an effort to rename the portion of the 249 bypass east of Joplin in honor of Governor Warren E. Hearnes.

**Staff recommends approval of Case 016-16.**

Honorable Betty C. Hearnes
Post Office Box 509
Charleston, Missouri 63834

May 26, 2015

ATTENTION: Missouri Department of Transportation Memorial Highway Naming

It is with great honor that I give my permission to the City of Joplin and Missouri Southern State University, in their pursuit to seek MoDOT approval, to name the portion of the 249 Bypass east of Joplin in honor of my husband, the late Warren E. Hearnes, Governor of Missouri.

Sincerely,

Betty C. Hearnes

Betty C. Hearnes

JOPLIN
CONVENTION & VISITORS BUREAU

602 S. Main, Joplin, Missouri 64801 | 417. 625.4789 | Fax: 417. 624.7948 | www.visitjoplinmo.com

The City of Joplin is weighing the idea of changing the name of Hearnes Boulevard back to South Main Street throughout this entire corridor. As you may know, from a 1965 City Council resolution, South Main Street stops at 33rd Street. From there, south to the "City Limits" the roadway is known as Hearnes Boulevard. Many local citizens may not realize that this corridor has two different names, however it becomes cumbersome to those traveling and those providing directions to travelers to this area.

This name change would provide several benefits:

- Allows Missouri Department of Transportation (MoDOT) to mark the I-44 Exit 6 as "Main Street" exit. Currently, in accordance with Federal Highway Standards, MoDOT cannot do so because Joplin's Main Street does not touch this interchange. This creates confusion for travelers exiting Interstate 44 who are trying reach destinations along Main Street or adjacent to it, or are visiting Downtown.
- Offers a more precise method of communicating directions to those traveling to the southern portion of Main Street. This will be of great importance for patients and visitors to the new Mercy Hospital opening soon at the I-44/Hearnes Boulevard interchange.

We would like your input as to how such an address name change would impact your life or business. From discussion with the Joplin Postmaster the transition would not impact any mail service to your address. Both the U.S. Postal Service and E-911 management already recognize the areas as both South Main Street and Hearnes Blvd.

Please respond to Patrick Tuttle at 417-624-0820, ext. 271 with your concerns/comments.

We would appreciate your response by _____.

.....

YOUR RESPONSE:

I support this change ✓.

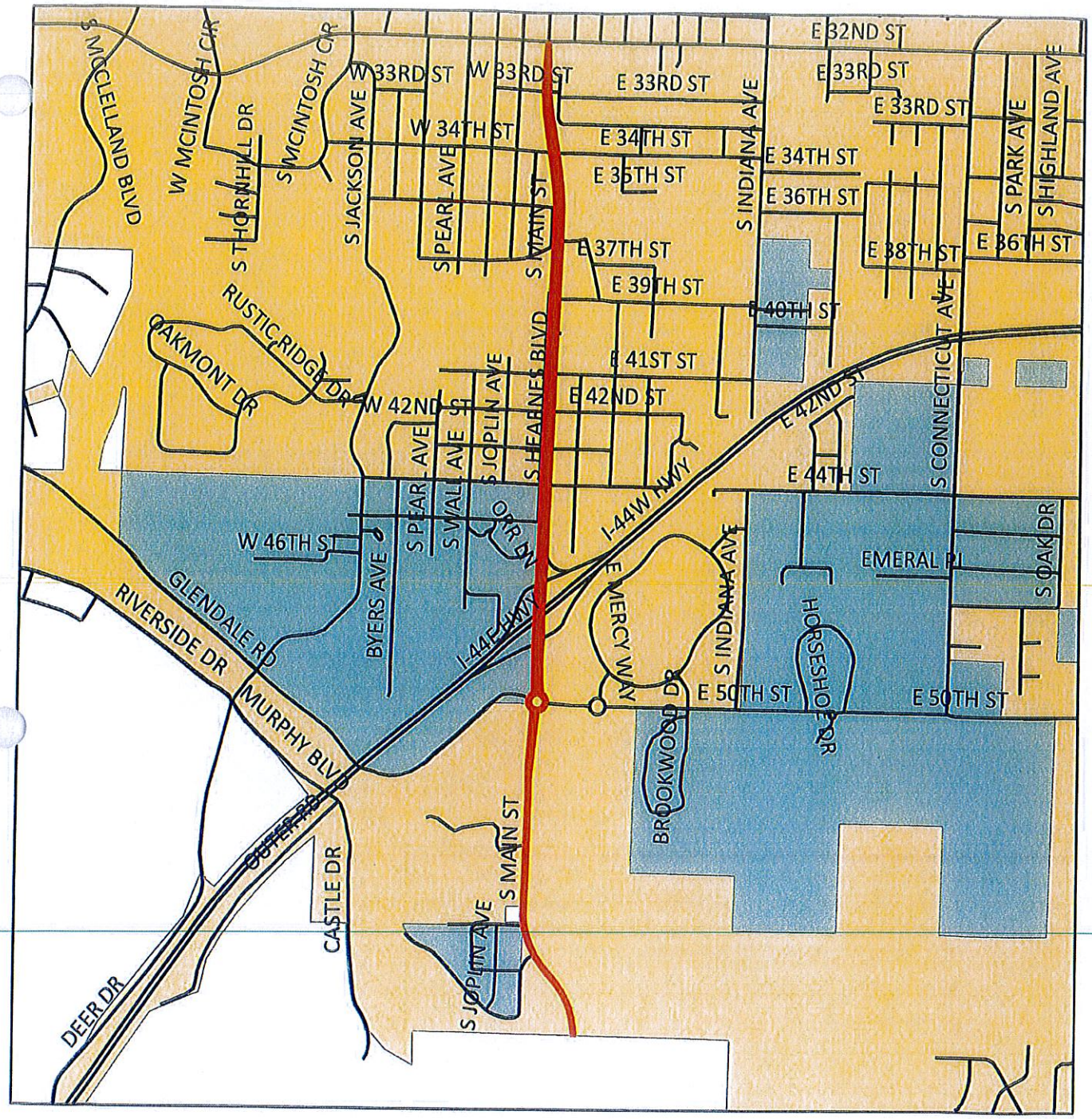
My concerns with the change are: _____

_____

_____

Name: [signature] Address: 4130 S. MAIN ST

VOLK Insurance Agency




Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to re-name the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

N

Case 016-16: Beginning at 33rd St. and extending south to the current City of Joplin boundary – A request to rename the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

Mr. Eastman opened the public hearing for Case 016-16.

Mr. Patrick Tuttle, Convention & Visitors Bureau Director for the City of Joplin, brought this request to this commission and the City Council a year ago, with the City Council not approving the request at that time. With the increased traffic due to Mercy Hospital being open, it is time to bring the request back to this commission and the City Council for consideration.

On April 13, 1965, the City Council named the newly developed roadway as Hearnes Boulevard. Former Governor Warren E. Hearnes is credited with giving Joplin its four-year university. The new part of Main Street extending from 33rd Street to the south city limits was dedicated to the governor's honor. At that time the city limits did not extend all the way south to Interstate 44.

Mr. Tuttle believes it is very fitting to honor Governor Hearnes and is working on a project to name the Route 249 Bypass in his honor as a memorial highway, creating a longer and better legacy for the governor.

Mr. Tuttle discussed several reasons for changing the name from Hearnes Boulevard to Main Street. He discussed the impact of Mercy Hospital being in the south part of Joplin, with that area changing to commercial with more medical influence.

People traveling between Freeman and Mercy hospitals must consider how to reach the facilities via another roadway that may not be familiar to them. This is not a positive part of the Joplin community when people are in timeless stress or dire need to find their loved ones.

Mr. Tuttle stated the name Main Street cannot be placed on signage on I-44. The federal highway standards do not allow that because Main Street does not touch I-44. Joplin's prosperous downtown businesses or historical districts cannot be promoted along I-44 since the roadway is named Hearnes Boulevard in that area. The signage for the exit advertises Joplin and Racine, but Joplin's downtown district or Main Street districts or anything historic is not promoted.

Access to the Joplin Regional Airport is now being directed from I-44 via Range Line Road and through Webb City. That piece has not been changed since the airport terminal was moved onto North Main Street.

Mr. Tuttle has visited with Mrs. Hearnes since this request was initially presented last year. She is very much appreciative that the City of Joplin is taking the time to consider naming Route 249 in Governor Hearnes' honor. She understands the growth along Main Street with Mercy Hospital, which she has personally seen in her travels throughout the state. She supports the name change to Main Street and has endorsed a letter to the City of Joplin stating such. The letter is to support the Missouri Department of Transportation (MoDOT) application for naming Route 249 in the governor's honor, and she is also in agreement that the City staff took the honor to visit with her about renaming the street.

Mr. Tuttle asked the commissioners for their support and to forward recommendation to the City Council to change the part of South Main Street that is Hearnes Boulevard back to Main Street for the sake of tourism, for the sake of Mercy Hospital, and for the sake of the businesses in the area.

Mr. Ramsour asked if the roadway between 32nd and 33rd Streets is actually named Main Street, and Mr. Tuttle replied that block is South Main. The ordinance states the roadway is named Hearnes Boulevard from 33rd Street to the city limits, which has moved over several years' time. The current city limits lie south of Riviera Drive near the Silver Creek bridge.

Mr. Duncan asked why the commissioners are not looking at the application to move the name Hearnes to Route 249. Mr. Tuttle replied when he initially discussed the whole process with MoDOT, both the naming as well as the renaming, MoDOT suggested doing the renaming first and then follow up with the naming. The City Council wanted to do both simultaneously.

Mr. Tuttle stated the Missouri Southern State University (MSSU) Board of Governors thought this was a decisive issue amongst the City Council, even though the vote was split. The Board of Governors will not support this request without a letter from the Mayor. Mr. Tuttle will also present to the City Council a prepared letter to the president of the MSSU Board of Governors asking for their full support and endorsement of the application as well. The application has a 100-person signature with a $2,000 fee, and an application signed by all parties of interest, as well as the area legislators, who are all in favor of the request.

Mr. Smith asked if the entire roadway will be named Main Street, and Mr. Tuttle 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 016-16.

**MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 016-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

P & Z Case 016-16
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-264 ORDINANCE NO.

AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, to "Main Street" in the City of Joplin, Newton County, Missouri.

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

Section 1. That the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south city boundary, be changed to "Main Street" in the City of Joplin, Newton County, Missouri.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 6, 2016**

**Item: COUNCIL BILL NO. 2016-265**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 5/9/2016

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

SUMMARY/REQUEST:
Case 017-16: 1401 East Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

STAFF SUMMARY:
This property is located in the East Town neighborhood of Joplin at the intersection of Central Street or Comingo Avenue. Habitat for Humanity would like to rezone this property in order to build two single-family residences. It is being rezoned to R-2 (Two-Family Residential) to match adjacent zoning within the neighborhood.

Staff recommends approval of Case 017-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Scott Clayton, Executive Director of Joplin Area Habitat for Humanity, requested the rezoning of the property in Case 017-16. They have done a lot of work in this part of Joplin and plan to continue that. The property in this request was commercial, but he would like it to be residential. Habitat for Humanity builds houses with partner families and then sells them at no-interest loans, providing the opportunity for home ownership through their program.

Mr. Duncan asked about the City ordinance on the width of a residential lot. Ms. Cunningham replied if new lots are being platted, or a new section is being subdivided, the requirement is for width of a residential lot to be at least 65 feet. Original lots that have already been platted are grandfathered in as long as a developer is constructing with the original use.

PUBLIC COMMENT: None.

Z&P Meeting: May 9, 2016
City Council Meeting: June 6, 2016

# STAFF PLANNING REPORT
## Rezoning

**CASE 017-16** A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes

**LOCATION** 1401 Central Street

**APPLICANT** Joplin Area Habitat for Humanity

---

**EXISTING CONDITIONS**

| Zoning | Land Use | Property Size |
|---|---|---|
| C-1<br>Neighborhood Commercial | Undeveloped | 19,200 sq ft |

**SITE CONTEXT**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-1 | R-2 | R-2 | R-2 |
| Land Use | Commercial | Residential | Residential | Residential |

**FUTURE LAND USE**
The City of Joplin's future land use map classifies this area as Moderate-Density Residential.

**TRANSPORTATION**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Central Street | Secondary | 50' |
| Comingo Avenue | Secondary | 50' |

**UTILITIES** Yes – sewer line running along Central.

**FLOOD PLAIN** N/A

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## STAFF ANALYSIS

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**
Yes.

**THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED**
Currently, this site is zoned C-1 (Neighborhood Commercial). Single-family homes are not permitted in any commercial zoning designation.

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

**DISCUSSION**
This property is located in the East Town neighborhood of Joplin at the intersection of Central Street or Comingo Avenue. Habitat for Humanity would like to rezone this property in order to build two single-family residences. It is being rezoned to R-2 (Two-Family Residential) to match adjacent zoning within the neighborhood.

*Staff recommends approval of Case 017-16.*

**ENCLOSURES**
Map
Application

# REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 017-16
Filing Fee. $450.00 - waived
Date Advertised:
Date Notices Sent:
P&Z Date: 5-9-16
City Council Date: 6-6-16

APPLICANT: Joplin Area Habitat for Humanity PHONE: 782-6533
ADDRESS: 5201 N. Main Street ZIP: 64801
EMAIL: sclayton@joplinhabitat.org
OWNER: Joplin Area Habitat for Humanity PHONE: 782-6533
ADDRESS: 5201 N. Main Street ZIP: 64801
EMAIL: sclayton@joplinhabitat.org
LOCATION OF PROPERTY: 1401 E. Central
LEGAL DESCRIPTION: All of the South 55 feet of Lots numbered One (1), Two (2), Three (3) and Four (4), and all of the south 55 feet of the West 20 feet of lot numbered Five (5) in Block 26 in the 1st addition to east Joplin City, now a part of the City of Joplin, Jasper Co, MO, according to the recorded plat thereof, together with the East one-half (1/2) of vacated Camingo Ave. lying west of an adjoining the sd 55 Feet of Lot
Present Zoning commercial Requested Zoning: residential Acreage: .217
Present Use of Property: empty lot
Proposed Use of Property: 2 Habitat houses

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | parking lot for closed business | commercial |
| South | houses | residential |
| East | house | residential |
| West | house | residential |

CHARACTER OF THE NEIGHBORHOOD: similar housing

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

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: Central St.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ___x___
3. Right-of-Way Width: _____
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? yes
2. Properly Sized Street Right-of-Way? yes
3. Drainage Easements? no
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 4-18-16

BY: Scott Clayton

TITLE: Executive Director

Joplin Area Habitat for Humanity®

4-18-16

City of Joplin
Community Development
602 S. Main Street
Joplin, MO 64801

To the Community Development Department,

We are request that 1401 East Central Street in Joplin be rezoned from commercial to residential. The houses will face Central Street and will be of like housing to the neighborhood. Behind the property (to the north) is a parking lot that was once Lumpy's Restaurant. Joplin Area Habitat for Humanity and several other organizations have built or repaired many houses in this area of Joplin. Every time a new house is built, a neighborhood continues to improve. This continues to bring positive change to the neighborhood. There will not be any adverse effect to traffic as it is not a high traffic street. There will be no danger from fire hazards and will improve the character of the surrounding properties and improves Joplin's housing stock. If approved we will be constructing 2 – 3 bedroom houses for partner families in need of better housing. This project has been in discussion with the Community Development Department since 2015 and correlates well it's desire to continue to develop and improve the neighborhood.

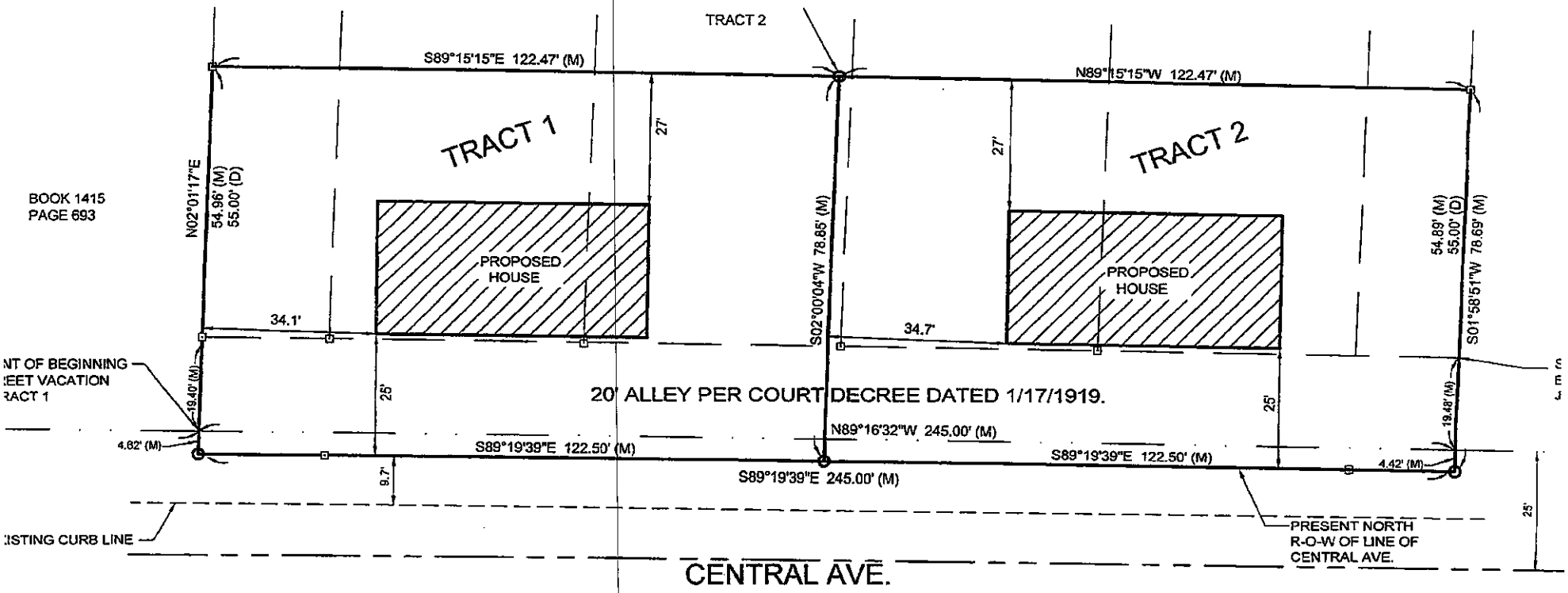
Please contact with any questions or items I did not cover sufficiently.

Sincerely,

Scott Clayton
Executive Director

5201 North Main Street, Joplin, Missouri 64801

Phone: (417) 782-6533 Fax: (417) 781-4553 www.joplinhabitat.org


TRACT 2
S89°15'15"E 122.47' (M)
N89°15'15"W 122.47' (M)
TRACT 1
TRACT 2
27'
27'
BOOK 1415
PAGE 693
N02°01'17"E
54.96' (M)
55.00' (D)
PROPOSED HOUSE
PROPOSED HOUSE
S02°00'04"W 78.85' (M)
54.89' (M)
55.00' (D)
S01°58'51"W 78.69' (M)
34.1'
34.7'
NT OF BEGINNING
EET VACATION
RACT 1
19.40' (M)
25'
20' ALLEY PER COURT DECREE DATED 1/17/1919.
25'
19.48' (M)
N89°16'32"W 245.00' (M)
4.62' (M)
S89°19'39"E 122.50' (M)
S89°19'39"E 122.50' (M)
4.42' (M)
9.7'
S89°19'39"E 245.00' (M)
ISTING CURB LINE
PRESENT NORTH
R-O-W OF LINE OF
CENTRAL AVE.
25'
CENTRAL AVE.




Case 017-16: 1401 Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

Case 017-16: 1401 East Central Street – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) for the construction of residential duplexes – Joplin Area Habitat for Humanity.

Mr. Eastman opened the public hearing for Case 017-16.

Mr. Scott Clayton, Executive Director of Joplin Area Habitat for Humanity, appeared to request the rezoning of the property in Case 017-16. They have done a lot of work in this part of Joplin and plan to continue that. The property in this request was commercial, but he would like it to be residential. Habitat for Humanity builds houses with partner families and then sells them at no-interest loans, providing the opportunity for home ownership through their program.

Mr. Duncan asked about the City ordinance on the width of a residential lot. Ms. Cunningham replied if new lots are being platted, or a new section is being subdivided, the requirement is for width of a residential lot to be at least 65 feet. Original lots that have already been platted are grandfathered in as long as a developer is constructing with the original use.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 017-16.

**MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 017-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

P & Z Case 017-16
Joplin Area Habitat for Humanity
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-2 property as described below and located at 1401 East Central Street in the City of Joplin, Jasper County, Missouri.

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

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

ALL OF THE SOUTH 55 FEET OF LOTS NUMBERED ONE (1), TWO (2), THREE (3) AND FOUR (4) AND ALL OF THE SOUTH 55 FEET OF THE WEST 20 FEET OF LOT NUMBERED FIVE (5) IN BLOCK 26 IN THE FIRST ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE EAST ONE-HALF (E1/2) OF VACATED COMINGO AVENUE LYING WEST OF AND ADJOINING THE SOUTH 55 FEET OF LOT 1.

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

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

_____
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: June 20, 2016
## Council Bill No. 2016-125
## Item: Purchase of International Dump Truck

## Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2016-125
2) Summary of 4582 MoDOT De-Content Form Rev 6-13
3) Specification quote for the MoDOT Bid from International Truck and Engine Corp.

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

**Recommended Action:** Approval for the purchase of an International Dump Truck from International Truck and Engine Corporation in the amount of $172,516.00 for the Street Maintenance Division.

**Background:** In planning for the 2015-2016 budget, the normal turnover for vehicles and equipment, the Street Division is replacing an older Dump Truck for this International Truck. This led to the recommendation for replacement of the equipment with an International chassis and snow plow. This truck matches the capabilities of other trucks in the Division and is suitable for the tasks. Historically, vehicles and equipment replaced by the Street Division will then be declared surplus property and be placed into the city auction.

**Discussion:** Following the approval of the FY 2015-2016 Operating Budget, city staff used the MoDOT state bid to find a replacement for one of the Dump Trucks needing to be replaced and optimizing options for the truck to maximize efficiency for the operator. The decision was made by the Public Works Department to use the state bid to purchase one Dump Truck from International Truck and Engine Corporation in the amount of $172,516.00. This Dump Truck will replace the one currently being used by the Street Division, the truck comes with a front snow plow as well as a spreader for snowy and icy weather.

**Recommendation:** City staff recommends that the City accept the bid as described for the purchase of an International Dump Truck and be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter due to lead time to assemble and fabricate vehicle system with options.

**COUNCIL BILL NO. 2016-125 ORDINANCE NO.**

AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Five Hundred Sixteen and no/100 Dollars ($172,516.00) in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. Approve the purchase order with International Truck and Engine Corporation in the amount of One Hundred and Seventy-Two Thousand, Five Hundred Sixteen and no/100 Dollars ($172,516.00) in the City of Joplin, Missouri.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (1) and (4) of the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves appropriations to purchase the equipment for this purchase have been approved in the 2015-2016 budget.

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

_____, 2016, by a _____ vote

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MoDOT 2015-2016 contract # 3-140214RJ tandem axle base price of $ 88,170.

Proposal # 4582

| | | NOTES |
|---|---|---|
| MoDot Base Price for Chasis | $88,170 | Per MoDOT Contract #3-140214RJ |
| Difference @ Net Discount | $2,160 | |
| **Sub Total: Chasis** | **$86,010** | |
| | | |
| City of Joplin Price for Chasis | $86,010 | Including Optional Warranties if Applicable |
| Viking-Cives Quote for Equipment to go on Chasis | $86,506 | Quote# 162366 Dated 1/11/16 |
| **Total** | **$172,516** | |

**Prepared For:**
City of Joplin, MO.
Dean Smith
602 S Main St.
Joplin, MO 64801-2316
(417)624 - 0820
Reference ID: JDS-4582-01

**Presented By:**
INT'L TRK & ENGINE CORP
Joe D Sontag
900 S HIGHWAY DR STE 103
FENTON MO 63026 -
(636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.




**Model Profile**
**2017 7500 SFA 6X4 (SF537)**

| | |
|---|---|
| **APPLICATION:** | Front Plow and Underbelly Scraper with Spreader |
| **MISSION:** | Requested GVWR: 58000. Calc. GVWR: 58000<br>Calc. Start / Grade Ability: 18.32% / 2.23% @ 55 MPH<br>Calc. Geared Speed: 78.2 MPH |
| **DIMENSION:** | Wheelbase: 213.00, CA: 138.00, Axle to Frame: 65.00 |
| **ENGINE, DIESEL:** | {Navistar N10} EPA 2010, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| **TRANSMISSION, AUTOMATIC:** | {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. |
| **CLUTCH:** | Omit Item (Clutch & Control) |
| **AXLE, FRONT NON-DRIVING:** | {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity |
| **AXLE, REAR, TANDEM:** | {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends Gear Ratio: 5.29 |
| **CAB:** | Conventional |
| **TIRE, FRONT:** | (2) 315/80R22.5 HSC1 (CONTINENTAL) 484 rev/mile, load range L, 20 ply |
| **TIRE, REAR:** | (8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply |
| **SUSPENSION, REAR, TANDEM:** | {Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers |
| **PAINT:** | Cab schematic 100GM<br>Location 1: 4421, School Bus Yellow (Std)<br>Chassis schematic N/A |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| SF53700 | Base Chassis, Model 7500 SFA 6X4 with 213.00 Wheelbase, 138.00 CA, and 65.00 Axle to Frame. | $106,964.00 |
| 1570 | TOW HOOK, FRONT (2) Frame Mounted | $73.00 |
| 1572 | TOW HOOK, REAR (2) | $75.00 |
| 1CAJ | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL | $665.00 |
| 1LLK | BUMPER, FRONT Omit Item | ($30.00) |
| 1WDS | FRAME EXTENSION, FRONT Integral; 20" In Front of Grille | $590.00 |
| 1WGB | WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm) | $742.00 |
| 2ARZ | AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity | $1,217.00 |
| | Notes<br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires. | |
| 3ACR | SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 18,000-lb Capacity; Less Shock Absorbers | $79.00 |
| | Includes<br>: SPRING PINS Rubber Bushings, Maintenance-Free | |
| | Notes<br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires. | |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications | $0.00 |
| | Includes<br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SLACK ADJUSTERS, FRONT Automatic<br>: SLACK ADJUSTERS, REAR Automatic<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 | |
| | Notes<br>: Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered. | |
| 4193 | BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers | $0.00 |
| | Notes<br>: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires. | |
| 4619 | TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck | $317.00 |
| 4732 | DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank | $0.00 |
| | Includes<br>: DRAIN VALVE Mounted in Wet Tank | |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| 4AZA | AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) | $0.00 |
| 4EBT | AIR DRYER {Bendix AD-IP} With Heater | $526.00 |
| | Includes<br>: AIR DRYER LOCATION Inside Left Rail, Back of Cab | |
| 4EXU | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake | $0.00 |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn | $0.00 |
| 4LAA | SLACK ADJUSTERS, FRONT {Haldex} Automatic | $97.00 |
| 4LGA | SLACK ADJUSTERS, REAR {Haldex} Automatic | $125.00 |
| 4NDB | BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake | $0.00 |
| | Notes<br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. | |
| 4SBC | AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity | $0.00 |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Brakes | $35.00 |
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Brakes | $102.00 |
| 4WDW | BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements) | $32.00 |
| 5708 | STEERING COLUMN Tilting | $125.00 |
| 5CAL | STEERING WHEEL 2-Spoke, 18" Dia., Black | $0.00 |
| 5PTB | STEERING GEAR (2) {Sheppard M100/M80} Dual Power | $1,169.00 |
| 7BEP | EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab | $2,051.00 |
| 7WBS | MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel | $133.00 |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment | $0.00 |
| | Includes<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: FUSES, ELECTRICAL SAE Blade-Type<br>: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels<br>: JUMP START STUD Located on Positive Terminal of Outermost Battery<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: RUNNING LIGHT (2) Daytime, Included With Headlights<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered | |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| 8518 | CIGAR LIGHTER Includes Ash Cup | $18.00 |
| 8GXD | ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense | $0.00 |
| 8HAH | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket | $363.00 |
| 8MKL | BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total | $47.00 |
| 8RGA | 2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab | $68.00 |
| 8RMA | RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers | $483.00 |
| 8THB | BACK-UP ALARM Electric, 102 dBA | $120.00 |
| 8THJ | AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications | $158.00 |
| 8TKK | TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch | $79.00 |
| 8VAY | HORN, ELECTRIC Disc Style | $0.00 |
| 8VUL | BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab | $0.00 |
| 8VZK | TURN SIGNALS, FRONT {Sound Off} Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors | $187.00 |
| 8WCL | HORN, AIR Black, Single Trumpet, Air Solenoid Operated | $94.00 |
| 8WGD | SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position<br><br>Notes<br>: To Be Used as a Pilot Air and NOT as an Air Supply. | $259.00 |
| 8WGL | WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time | $26.00 |
| 8WMA | SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light | $42.00 |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade | $0.00 |
| 8WPP | ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines | $147.00 |
| 8WPZ | TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights | $42.00 |
| 8WRB | HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on | $22.00 |
| 8WTK | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection | $0.00 |
| 8WTP | COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side | $48.00 |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| | Notes<br>: Feature included with CAB INTERIOR TRIM, Premium | |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL With Audible Alarm | $0.00 |
| 8WXD | ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened | $42.00 |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses | $99.00 |
| 9HAN | INSULATION, UNDER HOOD for Sound Abatement | $167.00 |
| 9HBM | GRILLE Stationary, Chrome | $0.00 |
| 9HBN | INSULATION, SPLASH PANELS for Sound Abatement | $76.00 |
| 9WAC | BUG SCREEN Front End; Mounted Behind Grille | $131.00 |
| 9WBC | FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions | $0.00 |
| 10060 | PAINT SCHEMATIC, PT-1 Single Color, Design 100 | $0.00 |
| | Includes<br>: PAINT SCHEMATIC ID LETTERS "GM" | |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone | $0.00 |
| 10UAD | VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California | $0.00 |
| 10WJH | PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations | $0.00 |
| 11001 | CLUTCH Omit Item (Clutch & Control) | $0.00 |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection | $0.00 |
| 12851 | PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted | $353.00 |
| 12959 | BLOCK HEATER, ENGINE {Phillips} 120V/1250W | $92.00 |
| | Includes<br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door | |
| 12NWJ | ENGINE, DIESEL {Navistar N10} EPA 2010, SCR, 350 HP @ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) | $1,477.00 |
| | Includes<br>: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)<br>: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control<br>: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel<br>: ENGINE OIL DRAIN PLUG Magnetic<br>: ENGINE SHUTDOWN Electric, Key Operated<br>: FUEL FILTER Included with Fuel/Water Separator<br>: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted<br>: GOVERNOR Electronic<br>: OIL FILTER, ENGINE Spin-On Type<br>: WET TYPE CYLINDER SLEEVES | |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| 12THZ | FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed | $0.00 |
| | Includes<br>: FAN Nylon | |
| 12UCV | RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler | $0.00 |
| 12UPA | FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016 | $350.00 |
| 12VBB | AIR CLEANER Dual Element | $59.00 |
| | Includes<br>: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted | |
| 12VXV | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel | $0.00 |
| 12VYL | ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use | $45.00 |
| 12VYP | ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control | $0.00 |
| 12WZE | EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations | $0.00 |
| 13AVR | TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. | $9,443.00 |
| 13WAW | OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type | $667.00 |
| 13WBL | TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission | $0.00 |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints | $203.00 |
| 13WUA | AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged | $129.00 |
| 13WUS | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral | $0.00 |
| 13WYH | TRANSMISSION TCM LOCATION Located Inside Cab | $141.00 |
| 13WYU | SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming | $0.00 |
| 13XAM | PTO LOCATION Dual, Left and Right Side of Transmission | $0.00 |
| 14GVY | AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.29 | $0.00 |
| | Includes<br>: POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light<br>: REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle | |
| | Notes<br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. | |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| 14ULX | SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-54} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers<br><br>Includes<br>: CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone<br><br>Notes<br>: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. | $71.00 |
| 14WAL | SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions | $191.00 |
| 14WBV | SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam | $878.00 |
| 15DYP | DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab | $52.00 |
| 15LKG | FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor | $123.00 |
| 15SWE | FUEL TANK Top Draw; Non-Polished Aluminum, 26" Diam., 70 U.S. Gal., 265 L Capacity Mounted Left Side, Under Cab | $104.00 |
| 16030 | CAB Conventional<br><br>Includes<br>: ARM REST (2) Molded Plastic; One Each Door<br>: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window<br>: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel<br>: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted<br>: GLASS, ALL WINDOWS Tinted<br>: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side<br>: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side<br>: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color<br>: STEP (4) Two Steps Per Door | $0.00 |
| 16HBA | GAUGE CLUSTER English With English Electronic Speedometer<br><br>Includes<br>: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level<br>: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout<br>: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) | $0.00 |
| 16HGH | GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission | $48.00 |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster | $0.00 |
| 16HLJ | GAUGE, DEF FLUID LEVEL | $0.00 |
| 16JNT | SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust<br><br>Includes<br>: SEAT BELT 3-Point, Lap and Shoulder Belt Type | $0.00 |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| 16RPV | SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust | $508.00 |
| | Includes<br>: SEAT BELT 3-Point, Lap and Shoulder Belt Type | |
| 16SDT | MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides Flat Glass Only, Thermostatically Controlled Heated Heads, Clearance Lights LED, Black Heads, Brackets and Arms, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing | $650.00 |
| 16VCC | SEAT BELT All Orange; 1 to 3 | $26.00 |
| 16WBY | ARM REST, RIGHT, DRIVER SEAT | $39.00 |
| 16WBZ | ARM REST, LEFT, PASSENGER SEAT | $39.00 |
| 16WCT | AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster | $823.00 |
| | Includes<br>: HEATER HOSES Premium<br>: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps<br>: REFRIGERANT Hydrofluorocarbon HFC-134A | |
| 16WJS | INSTRUMENT PANEL Center Section, Flat Panel | $0.00 |
| 16WKY | HVAC FRESH AIR FILTER | $0.00 |
| 16WLE | STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door | $25.00 |
| 16WRX | CAB INTERIOR TRIM Deluxe | $0.00 |
| | Includes<br>: "A" PILLAR COVER Molded Plastic<br>: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering<br>: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket<br>: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors<br>: FLOOR COVERING Rubber, Black<br>: HEADLINER Soft Padded Cloth<br>: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section<br>: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door<br>: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console | |
| 16WSK | CAB REAR SUSPENSION Air Bag Type | $0.00 |
| 27DPL | WHEELS, FRONT DISC; 22.5x9.00 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc | $332.00 |
| | Includes<br>: PAINT IDENTITY, FRONT WHEELS White | |
| | Notes<br>: Aluminum Wheels not Painted or Coated<br>: Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5 | |
| 28DRN | WHEELS, REAR {Accuride} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs | $622.00 |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| | Includes<br>: PAINT IDENTITY, REAR WHEELS White | |
| | Notes<br>: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5 | |
| 29PAR | PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint | $24.00 |
| 29PAS | PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint | $90.00 |
| 29WAP | WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel | $24.00 |
| 29WAR | WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels | $47.00 |
| 60AAG | BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches) | $575.00 |
| 7372135423 | (8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply | $280.00 |
| 7792545419 | (2) TIRE, FRONT 315/80R22.5 HSC1 (CONTINENTAL) 484 rev/mile, load range L, 20 ply | $620.00 |
| | **Total of Product Features** | **$136,955.00** |
| | Cab schematic 100GM | |
| | Location 1: 4421, School Bus Yellow (Std) | |
| | Chassis schematic N/A | |
| | **Services Section:** | |
| 40118 | WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with Vehicles Built January 2, 2015 or Later, CTS-2003Z | $0.00 |
| 40KMG | SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $275 (USA) Maximum Benefit per Incident | $560.00 |
| 40LED | SRV CONTRACT, EXT ENGINE {Navistar} To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine Electronics and Injectors; for MaxxForce 10 and Navistar N10 Engines | $4,200.00 |
| 40NBY | SRV CONTRACT, EXT HTR/AC SYS {Navistar Prepackaged Components} To 60-Month/ 100,000 Miles (160,000 km) | $460.00 |
| 40PEE | SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Excludes Extended Warranty for Engine and Transmission | $980.00 |
| | **Total of Service Features** | **$6,200.00** |
| | **Total List Price Including Options:** | **$143,155.00** |
| 1 | Viking-Cives Quote Number 162366 | $86,506.00 |

| Code | Description | List (US DOLLAR) |
|---|---|---|
| | **Total Body Allied:** | **$86,506.00** |

**Financial Summary**
**2017 7500 SFA 6X4 (SF537)**



**(US DOLLAR)**

| Description | | Price |
|---|---|---|
| Net Sales Price: | | $172,516.00 |
| Memo Item(s): | | |
| Total Federal Excise Tax | $0.00 | |
| Total Taxes: | $0.00 | |
| Warranty: | $0.00 | |
| Body/Allied Equipment: | $86,506.00 | |

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Official Title and Date**

**Authorized Signature**

**Accepted by Purchaser:**

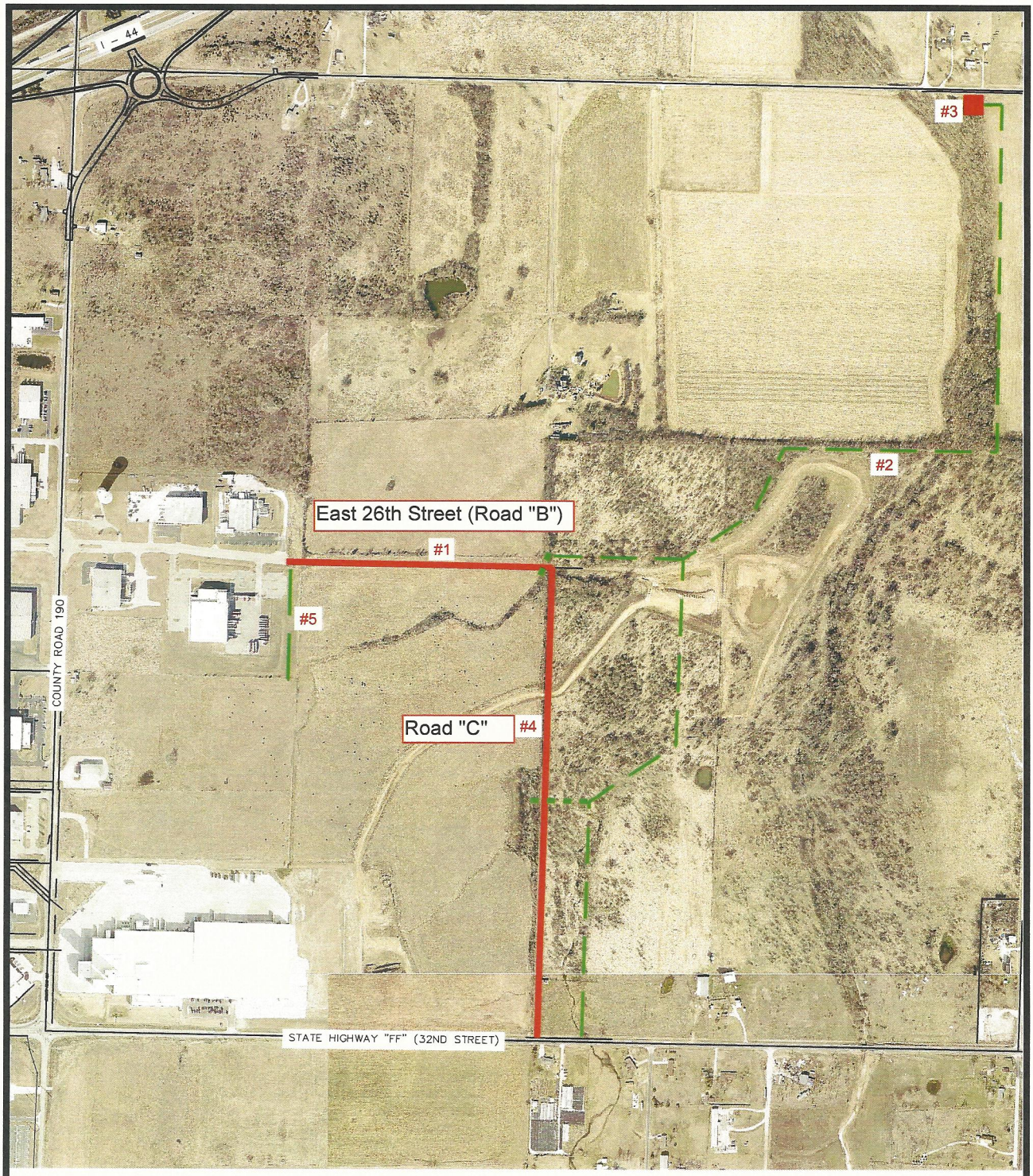
**Firm or Business Name**

**Authorized Signature and Date**

**This proposal is not binding upon the seller without Seller's Authorized Signature**

**Official Title and Date**

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

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SCALE: 1"=800'

ATTACHMENT NUMBER ONE PROJECT MAP MAY, 2016

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date: June 20, 2016

## Item: CDBG-DR Crossroads Phase II -Allgeier Martin and Associates Contract Originating Department: Public Works

Attachments: 1) Council Bill No. 2016-129
2) AMA Engineering Agreement
3) Location Maps

Planning and Community Development Director: Troy Bolander
Public Works: Nick Heatherly
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2016-129

**INTRODUCTION:**

The following Council Bill is for a contract between the City of Joplin and Allgeier Martin and Associates (AMA) for the Crossroads Industrial Park Phase II. This contract will be for the design and construction management of the infrastructure (including streets and sewers) that will provide improved access to local businesses located within the Crossroads Industrial Park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. This contract will also include the completion of a traffic impact study for the surrounding area. City Council previously approved this activity as part of the Capital Plan adopted July 7, 2015, and in the Round 1 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 of the Initial Action Plan on December 12, 2015.

**DISCUSSION:**

The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA speculative building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.

The Crossroads Industrial Park Phase II Project will provide improved infrastructure to current and future business entities located within the industrial park. This includes specifically the design of a gravity sewer along Turkey Creek, the design of a lift station along Apple road, and the design of a roadway that will be referred to as East 26th street and a north-south roadway referred to as Road-C. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their

population growth objectives. The traffic study will help to assess current traffic patterns that could be aided by the creation of new streets.

The contract is in the amount not to exceed $785,330.00 that will be incurred for a traffic impact study, the design and construction management of the proposed infrastructure projects in the Crossroads Industrial Park. The proposed design fee shall amount to less than 10% of the total project budget and the proposed traffic impact study, design and construction management fees shall amount to 15.84% of the total project budget and shall be considered reasonable.

**RECOMMENDATION:**

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public health and safety issues, so AMA may complete the design two sewer to provide improved infrastructure to local businesses located within the Crossroads Industrial Park.

**COUNCIL BILL NO. 2016-129 ORDINANCE NO**

AN ORDINANCE approving an agreement for Allgeier Martin and Associates not to exceed Seven Hundred Eighty Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330.00) for Engineering Services Associated with the Crossroads Industrial Park Phase II and containing an emergency clause.

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

Section 1. Approval of an agreement for Allgeier Martin and Associates not to exceed Seven Hundred Eighty Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330.00) for Engineering Services Associated with the Crossroads Industrial Park Phase II in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

Section 3. That the City Manager or his designee, the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier Martin and Associates.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address:<br>7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64803 | |
| Attention: **Nicholas A. Heatherly, PE, CFM**<br>**nheather@joplinmo.org** | | Attention: Kurt Higgins, P.E., Vice President | |
| Department: **Public Works Department** | | Phone: 417.680.7200 | Fax: 417.680.7300 |
| Phone: **417-624-0820, ext 500** | Fax: **417-625-4738** | | |

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
**(FOR ENGINEERING SERVICES ASSOCIATED WITH CDBG DR1 FUNDING IN CROSSROADS INDUSTRIAL PARK)**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

10. **Discrimination.** The 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 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 of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

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

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

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

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

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

20. **Affirmative Action for Handicapped Workers**

a. The 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.

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.

**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**

_____

City Attorney

**Engineer:**

Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Kurt Higgins, P.E.

Title: Vice President

Date: June 7, 2016

**CITY OF JOPLIN, MISSOURI**

By: _____

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

Date: _____

By: _____

Troy Bolander,
Planning and Community Development Director

Date: _____

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address: 7231 E. 24th Street<br>Joplin, MO 64804 | |
| Attention: | | Attention: Mr. Kurt Higgins, P.E.<br>KURT.HIGGINS@AMCE.COM | |
| Department: Public Works, Engineering | | Phone: 417-680-7200 | Fax: 417-680-7300 |
| Phone: 417-624-0820, x. 531 | Fax: 417-625-4738 | | |

**WORK AUTHORIZATION AGREEMENT NUMBER AMA-DR1-CR-PH2**
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

**THIS AGREEMENT**, made and entered into this _____day of June, 2016 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 the 2016 CDBG-DR Phase 2 Crossroads Projects.

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

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract.

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 hereinafter set forth in connection with projects described in ***Exhibit A***.

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

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment.

The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Agreement exceed the sum of Seven Hundred Eighty-Five Thousand Three Hundred Thirty and no/100 Dollars ($785,330).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, 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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to

property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. **Personnel.** The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform 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.

8. **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 shallat 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.

9. **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.

10. **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 moneydue or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financialinstitution 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 deleteactivities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give anynotice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify anysuch assignee.

11. **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.

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

13. **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

14. **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.

15. **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.

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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.

17. **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.

18. **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.

19. **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.

20. **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 thisAgreement 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 writtendesign criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

21. **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 datefalling 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 datetransmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of thereceiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. **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.

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

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

**REVIEWED FOR APPROVAL**

Daniel Salisbury, P.E.
Assistant Director of Public Works/Engineering

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

Peter Edwards, City Attorney

**Engineer:** Allgeier, Martin and Associates, Inc.

By: Kurt Higgins

Printed Name: Kurt Higgins, P.E.

Title: Vice President

Date: 6-7-2016

**CITY OF JOPLIN, MISSOURI**

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

By: _____
Troy Bolander,
Planning and Community Development Director

Date: _____

**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR1-CR-PH2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR1 Funding in Crossroads Industrial Park)**

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the Phase 2 Crossroads projects with the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Complete a Traffic Impact Study (TIS) for the Crossroads Industrial Park in Joplin, MO as outlined in Attachment Number Four to Exhibit A.

1.1.3.2 Design of approximately 7,460 LF of gravity sewer along Turkey Creek extending South from the vacant lift station along Apple Road to the North side of Highway FF and 600 LF of gravity sewer along the East side of the Coca-Cola property.

1.1.3.3 Design of vacant lift station along Apple Road.

1.1.3.4 Geotechnical Investigation & Construction Materials Testing Services as outlined in Attachment Number Five to Exhibit A.

1.1.3.5 Design of approximately 3,870 LF of roadway referred to as East 26th Street Extension and Road "C".

1.1.3.6 Bidding and Construction Phase Engineering for the gravity sewer, lift station and roadways. Services to include monthly contractor pay application review and processing, review of contractor's certified payrolls for compliance with CDBG requirements, and wage rate interviews with contractor employees no less than twice a month.

1.1.3.7 Resident Construction Representation Phase services for gravity sewer, lift station and roadways. Services will be provided as needed/requested by the city with an anticipation of services being essentially full time with an estimated construction duration of 18 months.

1.1.3.8 Coordination of the tasks included within this Agreement with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant.

1.1.3.9 Negotiation and acquisition of easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area and assisting with the annexation of the easements to the City of Joplin as determined necessary to utilize the grant funds. The annexation of areas to complete the project is a preliminary step before design of the Sewer line improvements outside of the City limits can commence.

1.2 Traffic Impact Study.

ENGINEER shall complete a TIS described in paragraphs 1.1.3.1 and as outlined in Attachment Number Four to Exhibit A. The TIS will be completed by Bartlett & West, sub-consultant to Allgeier, Martin and Associates, Inc.

1.3 Planning, Design, and Construction Phases

ENGINEER shall provide Engineering Services as outlined in Attachment Number Three to Exhibit A for the project identified on the map included as Attachment Number One to Exhibit A.

1.4 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.8:

1.4.1 Coordination with utility companies.

1.4.2 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.5 Environmental Clearances

The project will be undertaken with the understanding that the Joplin Industrial Development Authority has taken care of and will be responsible for any and all environmental clearances and studies.

1.6 Right-of-Way/Easement Acquisition

1.6.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line and roadways.

1.6.1.1 Services for right-of-way/easement acquisition are anticipated to be provided for a maximum of 2 individual properties associated with the project.

1.6.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.6.3. Obtain signed easement documents from willing participants.

1.6.4. In the event that negotiation for easements is unsuccessful after two attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.6.5 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.6.6. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.6.7. Record and provide OWNER with copies of all executed easements.

2. TERMS

2.2 Schedule: 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 for this Work Authorization scope of work shall be completed no later than March 1, 2018.

2.3 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2016-2017"; with a total compensation ceiling of $785,330, as set forth in Work Authorization Number AMA-DR1-CR-PH2 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

| Task | Estimated Fee |
|---|---|
| Traffic Impact Study | $ 47,480 |
| Conceptual Phase | $ 30,000 |
| Preliminary Design Phase | $220,584 |
| Utility Phase | $ 10,000 |
| Final Design Phase | $ 96,400 |
| Right-of-Way/Easement Acquisition | $ 6,400 |
| Bidding and Construction Phase Engineering Services (Including pay Application reviews, certified payroll reviews, and wage rate interviews) | $ 60,000 |
| Resident Project Representation Services (Limited to 18 months) | $282,256 |
| Geotechnical Investigation and Construction Materials Testing Services (As outlined in Attachment Number Five to Exhibit A) | $ 12,210 |
| Project Coordination | $ 20,000 |
| Total Estimated Maximum Fee | $785,330 |

# ATTACHMENT NUMBER TWO
RATE SCHEDULE
2016-2017

## ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

| Classification | Hourly Billing Rate 01/01/2016 thru 12/31/2016 | 01/01/2017 thru 12/31/2017 |
|---|---|---|
| Principal/Engineer IV | $185 | $191 |
| Principal/Engineer III | $170 | $175 |
| Principal/Engineer II | $150 | $155 |
| Principal/Engineer I | $135 | $140 |
| Designer III/GIS Specialist | $124 | $128 |
| Designer/Technician III | $104 | $108 |
| Designer/Technician II | $92 | $95 |
| Designer/Technician I | $86 | $88 |
| Two-Man GPS Survey Crew | $175 | $181 |
| One-Man GPS Survey Crew | $135 | $140 |
| Three-Man Survey Crew | $190 | $201 |
| Two-Man Survey Crew | $150 | $155 |
| Registered Land Surveyor II | $160 | $166 |
| Registered Land Surveyor I | $140 | $145 |
| Survey Party Chief | $86 | $88 |
| Survey Crew Member | $69 | $72 |
| Right of Way Specialist | $108 | $112 |
| Construction Inspector III | $104 | $108 |
| Construction Inspector II | $92 | $95 |
| Construction Inspector I | $84 | $88 |
| Secretary/Word Processor | $69 | $72 |
| Print Specialist | $69 | $72 |

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

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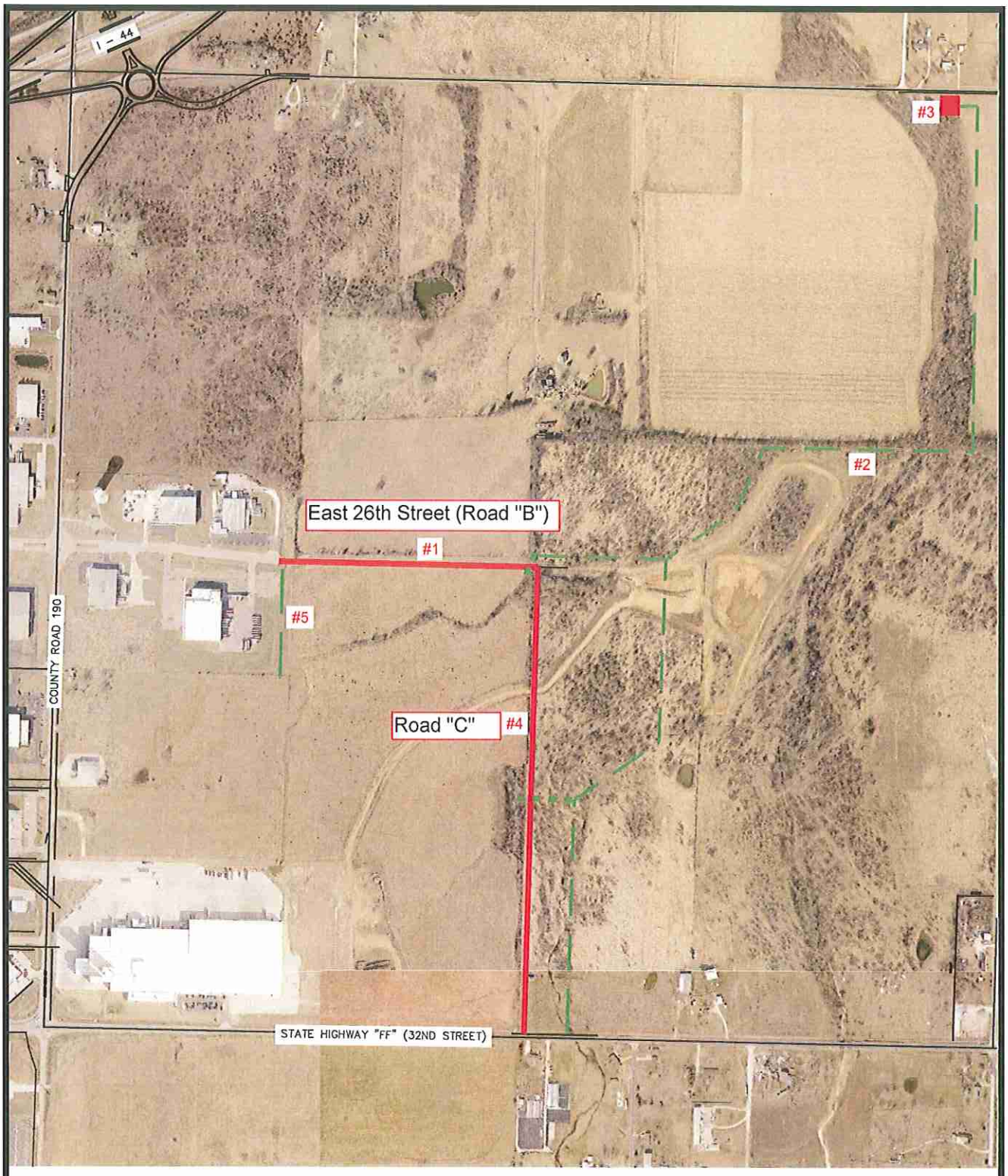
**NON-LABOR RATES**

| Item | Rate |
|---|---|
| Travel | $0.54 per mile (or current IRS rate) |
| Subsistence | Actual cost |
| Lodging | Actual cost |
| Special Postage or Shipping | Actual cost |
| Printing | Actual cost |
| Surveying Materials | Actual cost |
| Subcontract Specialty Services | Cost + 10% |

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SCALE: 1"=800'

ATTACHMENT NUMBER ONE PROJECT MAP MAY, 2016

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

# ATTACHMENT NUMBER TWO
RATE SCHEDULE
2016-2017

## ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

| Classification | Hourly Billing Rate 01/01/2016 thru 12/31/2016 | 01/01/2017 thru 12/31/2017 |
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**NON-LABOR RATES**

| Item | Rate |
|---|---|
| Travel | $0.54 per mile (or current IRS rate) |
| Subsistence | Actual cost |
| Lodging | Actual cost |
| Special Postage or Shipping | Actual cost |
| Printing | Actual cost |
| Surveying Materials | Actual cost |
| Subcontract Specialty Services | Cost + 10% |

**ATTACHMENT NUMBER THREE TO EXHIBIT A TO WORK AUTHORIZATION AGREEMENT NUMBER AMA-DR1-CR-PH2**

Project Name/Description Phase 2 Crossroads
Consultant Allgeier, Martin and Assoc.

## Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES** *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit A, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

*A1.02 Preliminary Design Phase - (30 percent plans)*

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

*A1.04 Surveying Services – General*

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.050.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

*A1.05 Right of Way Plan Phase – 60 percent plans*

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

*A1.06 Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

*A1.07 Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

*A1.08 Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

*A1.09 Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

## PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

BARTLETT & WEST
an employee-owned company

June 10, 2016

Kurt Higgins, P.E.
Allgeier, Martin, and Associates
PO Box 2627
7231 East 24th Street
Joplin, MO 64804

RE: Proposal for Professional Services
Cross Roads Traffic Impact Study

Dear Kurt:

Bartlett & West, Inc proposed to perform a Traffic Impact Study (TIS) for the Cross Roads Industrial Park in Joplin, MO. The TIS will determine the traffic impact of future industrial development on the existing and proposed roadway network in the area and make recommendations to mitigate the anticipated impact. The study area is bounded by the intersection at the southbound ramp at I-49 on the west, 32nd Street (Hwy FF) on the south, 32nd & Lark Road on the east, and 23rd Street (Road A) on the north. The scope for the study is more specifically detailed below.

## SCOPE OF WORK

### Task 1 – Traffic Data Collection and Site Investigation

PM peak hour traffic counts will be collected during a two-hour time period that produces the peak hour traffic at the intersections of Prigmor Ave & 32nd Street, Prigmor Ave & East Alliance Pkwy, 32nd & the northbound ramp at I-49, and 32nd & the southbound ramp at I-49. This time period will be deterimined by requesting shift schedules for the local industries from the Joplin Chamber of Commerce and then analyzing these shifts to estimate the peak hour. Based on the information known to date, it is anticipated the counts will be taken between 4:00pm – 6:00pm. In addition, a 24-hour traffic count will be performed on the same days as the PM peak hour counts on Prigmor Ave. Bartlett & West, Inc. will submit the method and exact location of equipment for counting traffic to the city for approval prior to beginning work. Upon approval, a Professional Traffic Operations Engineer (PTOE) conduct a site analysis to determine existing conditions, intersection and driveway spacing, existing intersection control, and review existing sight distance concerns within the study area.

### Task 2 – Trip Generation and Distribution

The Institute of Transportation Engineer's (ITE) Trip Generation Manual will be used to determine the number of vehicle trips generated by the proposed industrial park. The land use classification "Industrial Park" will be used to determine the trips generated with the study area for both short term and full development conditions. Short term development is considered to be development adjacent to Road A, Road A-1, Road B, and Road C. Full development is considered to be all remaining developable area within the study area.

After determining the trips generated for the short term and full development conditions, multiple scenarios of trip distributions will be estimated. These scenarios include:

544 Columbia ▪ Lawrence, KS 66049
785-272-2252 ▪ 888.200.6464
WWW.BARTWEST.COM

- Short term development without the Hubler Ave extension
- Full development without the Hubler Ave extension
- Full development with the Hubler Ave extension

Noting the interchange at Prigmor and I-44 has already been constructed, it will not be analyzed as part of this TIS.

**Task 3 – Intersection Capacity, Level of Service (LOS), and Queuing Analysis**

Task 3 will include an intersection capacity, Level of Service (LOS), and queueing analysis for 10 intersections within the study area based on the following development scenarios:

Existing Conditions
East Alliance Pkwy & Prigmor Ave
32nd St & Prigmor Ave
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd

Existing Conditions + Short Term Development
East Alliance Pkwy & Prigmor Ave
East Alliance Pkwy & Hubler Ave
32nd St & Prigmor Ave
Prigmor Ave & Road A
Road A-1 & East Alliance Pkway
Road C & 32nd St
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd

Existing Conditions + Full Development
East Alliance Pkwy & Prigmor Ave
East Alliance Pkwy & Hubler Ave
32nd St & Prigmor Ave
Prigmor Ave & Road A
Road A-1 & East Alliance Pkwy
Road C & 32nd St
32nd & NB Ramp at I-49
32nd & SB Ramp at I-49
32nd & Lark Rd
32nd & Road 220
Road D & Prigmor Ave

The traffic analysis in Task 3 will provide the basis for determining the appropriate intersection control and recommended geometric improvements. The City of Joplin will be given the opportunity to modify the above locations as long as the total number of scenarios does not increase.

**Task 4 – Project Administration and Traffic Impact Study Report**

This task will prepare a Traffic Impact Study (TIS) report including appropriate figures and appendices to summarize the results and recommendations for improvements. Access locations, intersection control, and recommendations for geometric improvements will be included in the TIS. The recommendations for the improvements will be based on the Highway Capacity Manual, the Manual for Uniform Traffic Control Devices, the MoDOT Engineering Policy Guide, and engineering judgment.

Included within the task are provisions for the Project Manager and the project Professional Traffic Operations Engineer to be available at two project meetings as requested by the client.

**Items not included in the scope of services:**

- Data collection or traffic collection at any times or intersections not specifically mentioned above
- Crash data collection or analysis
- Topographic survey or project control information
- Cad files for proposed geometric improvements
- Design or engineering plans for the recommended improvements

**Schedule and Fee**

The project will be completed within 60 days from the notice to proceed after receiving an executed agreement. City or client review time will not be included in the schedule.

The hourly upper limit fee for the scope of work outlined above is $38,870. A detailed estimate by task is provided as an attachment to this proposal. Fees will be billed monthly, based on the hours of work completed.

Reimbursable expenses are included in the above lump sum fees, with the exception of specific government permitting fees, filing fees or plan review fees, which will be billed at cost as a separate line item.

In addition to the items specifically stated above, Bartlett & West will be pleased to provide any additional services or coordination not defined in this scope of services.

We look forward to working with you on this project. The tasks and fees outlined in this contract proposal are valid for 60 days. Please call me at (785) 330-7035 (direct line) if you have any questions about this proposal or the project in general.

Sincerely,

Herbert L. Bailey

BARTLETT & WEST, INC.
Herb Bailey, P.E.,
Project Manager

| **Bartlett & West, Inc**<br>**(Consultant)** | **Allgeier, Martin, and Associates**<br>**(Client)** |
|---|---|
| By: Herbert L. Bailey | By: _____ |
| Name: Herb Bailey | Name: _____ |
| Title: Project Manager | Title: _____ |
| Date: June 10, 2016 | Date: _____ |

Attachment: Detailed Scope and Fee Estimate

## Scope and Fee Estimate
## Traffic Impact Study
## Cross Roads Industrial Park

| Tasks | | Eng. IX $182.00 | Eng. VI $142.00 | Eng. I $92.00 | Eng. Tech VIII $108.00 | Eng. Tech V $85.00 | Admin Tech. III $50.00 | Other Direct Costs Item | Cost | Total Fee | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task I.** | **Traffic Data Collection and Site Investigation** | | | | | | | | | | $9,096.00 |
| | Collect PM peak hour traffic counts at intersection of East Alliance and Prigmore | | 10 | | | 10 | | Mileage | $216.00 | $2,486.00 | |
| | Collect PM peak hour traffic counts at intersection of HWY FF and Prigmore | | 1 | | | 20 | | | | $1,842.00 | |
| | Collect PM peak hour traffic counts at intersection of 32nd & NB Ramp at I-49 | | 1 | | 10 | 10 | | | | $2,072.00 | |
| | Collect PM peak hour traffic counts at intersection of 32nd & SB Ramp at I-49 | | 1 | | 10 | 10 | | | | $2,072.00 | |
| | Obtain 24 hour count on Prigmore (count taken from 4pm to 4pm the following day) | | 2 | | | 4 | | | | $624.00 | |
| | Additional intersections will be billed as additional services | | | | | | | | | | |
| | The roundabout at I-44 and Prigmore is not included in the scope | | | | | | | | | | |
| **Task II.** | **Trip Generation and Distribution** | | | | | | | | | | $5,272.00 |
| | Trip Generation based on Trips/acre of Industrial Park Land Use classification (Short Term Dev) | | 2 | | | | | | | $284.00 | |
| | Trip Generation based on Trips/acre of Industrial Park Land Use classification (Full Dev) | | 2 | | | | | | | $284.00 | |
| | Trip Distribution and trip distribution exhibits without Hubler Ave extension (Short Term Dev) | | 8 | | 4 | | | | | $1,568.00 | |
| | Trip Distribution and trip distribution exhibits without Hubler Ave extension (Full Dev) | | 8 | | 4 | | | | | $1,568.00 | |
| | Trip Distribution and trip distribution exhibits with Hubler Ave extension (Full Dev) | | 8 | | 4 | | | | | $1,568.00 | |
| **Task III.** | **Intersection Capacity, Level of Service (LOS), and Queuing Analysis** | | | | | | | | | | $7,840.00 |
| | Existing Conditions | | | | | | | | | | |
| | East Alliance & Prigmore | | | 2 | 2 | | | | | $400.00 | |
| | Prigmore & 32nd (FF) | | | 2 | 2 | | | | | $400.00 | |
| | 32nd & NB Ramp at I-49 | | | 2 | 2 | | | | | $400.00 | |
| | 32nd & SB Ramp at I-49 | | | 2 | 2 | | | | | $400.00 | |
| | 32nd & Lark (Rd 180) | | | 2 | 2 | | | | | $400.00 | |
| | Existing Conditions + Short Term Development | | | | | | | | | | |
| | East Alliance Pkwy & Prigmore Ave | | | 2 | 1 | | | | | $292.00 | |
| | East Alliance Pkwy & Hubler Ave | | | 2 | 1 | | | | | $292.00 | |
| | 32nd St & Prigmor Ave | | | 2 | 1 | | | | | $292.00 | |
| | Prigmore & Road A | | | 2 | 1 | | | | | $292.00 | |
| | Road A-1 & East Alliance Pkwy | | | 2 | 1 | | | | | $292.00 | |
| | Road C & 32nd St | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & NB Ramp at I-49 | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & SB Ramp at I-49 | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & Lark Rd | | | 2 | 1 | | | | | $292.00 | |
| | Existing Conditions + Full Development | | | | | | | | | | |
| | East Alliance Pkwy & Prigmore Ave | | | 2 | 1 | | | | | $292.00 | |
| | East Alliance Pkwy & Hubler Ave | | | 2 | 1 | | | | | $292.00 | |
| | 32nd St & Prigmore Ave | | | 2 | 1 | | | | | $292.00 | |
| | Prigmore & Road A | | | 2 | 1 | | | | | $292.00 | |
| | Road A-1 & East Alliance Pkwy | | | 2 | 1 | | | | | $292.00 | |
| | Road C & 32nd St | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & NB Ramp at I-49 | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & SB Ramp at I-49 | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & Lark Rd | | | 2 | 1 | | | | | $292.00 | |
| | 32nd & Road 220 | | | 2 | 1 | | | | | $292.00 | |
| | Road D & Prigmore Ave | | | 2 | 1 | | | | | $292.00 | |
| **Task IV.** | **Traffic Impact Study Report** | | | | | | | | | | |
| | Recommendations | | 28 | 54 | 16 | | | | | $10,672.00 | |
| | Internal peer review | 2 | | | | | | | | $364.00 | |
| | Project Meetings (2 meetings with Project Manager and Traffic Engineer) | | 32 | | | | | Mileage | $432.00 | $4,976.00 | |
| | Project Administration | 2 | 2 | | | | | | | $648.00 | |
| | **Totals** | 4 | 105 | 104 | 78 | 54 | 0 | | $648.00 | **$38,870.00** | |

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

April 22, 2016

Mr. Kurt Higgins, P.E.
Allgeier, Martin & Associates, Inc.
7231 East 24th Street
Joplin, Missouri 64804

Email: kurt.higgins@amce.com

RE: Proposal for Geotechnical Investigation and Construction Materials Testing Services
Crossroads Industrial Park – East 26th Street and Access Road "C"
Joplin, Missouri

Dear Mr. Higgins:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for completion of a Geotechnical Investigation and Construction Materials Testing (CMT) Services for the proposed new East 26th Street and Access Road "C" within the existing Crossroads Industrial Park in Joplin, Missouri. The proposed roadways are approximately 3,870 feet in length, and are anticipated to be concrete paved. The new roadways will be subjected to moderate to heavy wheel loadings and moderate traffic frequencies.

## GEOTECHNICAL INVESTIGATION

PPI's geotechnical scope of services for this project will include completion of field drilling, sampling and testing, laboratory testing, analysis of the collected data and pavement thickness analysis.

**Field Subsurface Investigation**: As requested by AMA, a total of seven (7) borings will be drilled at an approximate spacing of 500 feet along the proposed roadway alignments. Boring locations will be selected by AMA, and borings will be drilled to a depth of 6 feet below the existing ground surface. Borings will be extended to target depth or auger refusal, whichever is shallower.

The geotechnical field investigation will include the work listed below.

- A Dynamic Cone Penetrometer (DCP) test will be performed at the ground surface adjacent to each boring location to estimate the in situ California Bearing Ratio (CBR) value;
- Subsurface borings will be drilled using 4.5-inch outer diameter continuous flight augers;
- Soil samples will be collected at 2.5- to 5-foot centers during drilling using a split spoon or Shelby Tube sampler (ASTM D1586 & D1587);
- Groundwater levels will be measured during drilling; and
- The borings will be backfilled with a hole plug and available auger cuttings.

**Laboratory Testing Program:** Soil samples will be sealed and transported to PPI's Springfield laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Soil Classification Tests: Atterberg Limits (ASTM D4318) and moisture content (ASTM D2216);
- Swell Test (ASTM D4546);
- Particle Size Analysis (ASTM D422); and
- Pocket Penetrometers.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples, and will not be determined until the geotechnical borings have been drilled.

**Geotechnical Engineering Report:** Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report and one (1) original hard copy will be submitted. The Report will include a Site Location Plan, Boring Location Plan, typed Boring Logs showing the results of field and laboratory testing, DCP test results, and results of the pavement thickness analysis. The Geotechnical Engineering Recommendations will be provided for subgrade preparation and pavement construction, construction planning, and site development.

**Mine Impact Study Outside of Scope:** The Joplin area is heavily impacted by past mining activity. Data from the Missouri Department of Natural Resources (MDNR) shows past lead and zinc mining activity in close proximity to the project site area. A mine impact study, which typically includes a site reconnaissance, document research, and evaluation of the site for the presence of mine features is outside the scope of this study. PPI is happy to assist with completion of a Mine Impact Study upon request.

**Cost Projection for Geotechnical Investigation:** PPI will provide the scope of Geotechnical services outlined above for a lump sum cost of **Four Thousand One Hundred Dollars ($4,100.00).** This projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- No clearing or earthwork will be required to access boring locations;
- Boring locations can be accessed with PPI's truck or track mounted drill rigs;
- Boring locations will be staked in the field by PPI using a site plan provided by AMA;
- PPI's drill crew will re-stake boring locations upon completion, so final boring locations can be surveyed by AMA;
- Wheel loadings and traffic frequency for use during the pavement thickness analysis will be provided by AMA;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

## CONSTRUCTION MATERIALS TESTING SERVICES

PPI will provide Construction Materials Testing (CMT) Services for the Project. It is understood that AMA will have a full-time resident inspector on site during construction. PPI's services will be provided on a time and materials basis. PPI will also be available to provide geotechnical engineering consultation during construction. **Based on previous work at the Crossroads Industrial Park, it is anticipated that PPI will be involved in only a limited capacity during construction. Good communication among PPI, AMA, and the Contractor will be important so that PPI can be responsive to the Project's needs.**

Many CMT Services will be overseen by AMA. PPI anticipates being involved with the CMT tasks listed below.

- Classification and Standard Proctor Compaction Testing of proposed earth fill materials;
- Recommendations for subgrade stabilization procedures, if required and requested by AMA;
- Field density testing of in place earth fill (fill observation typically to be performed by AMA);
- Field density testing of base rock (fill observation typically to be performed by AMA);
- Field concrete sampling and testing; and
- Laboratory concrete compressive strength testing.

**Estimated Cost for CMT Services:** CMT Services will be provided on a time and materials basis in accordance with our 2015-2016 Fee Schedule. PPI's total cost will depend on many factors, including the contractor's schedule, conditions encountered during construction, weather, and the extent to which AMA requests our services. For budgetary purposes, PPI recommends including Seven Thousand Dollars ($7,000) for CMT Services.

## PROJECT COORDINATION

The Geotechnical Investigation will be managed by PPI's Geotechnical Engineering Staff in Springfield. Construction Phase Services will be managed by PPI's Joplin Office Manager, Mr. Rick Hundley, at (417) 299-0541. PPI's Joplin Office should be provided as much advance notice as possible when fill sources are identified for completion of Standard Proctor testing, and when CMT Services need to be scheduled.

PALMERTON & PARRISH, INC.

## CLOSURE

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:

Rachel J. Goeke

Rachel J. Goeke, P.E.
Geotechnical Engineer

Attachments: General Conditions

Submitted: 1 Electronic (.pdf) Copy via Email (kurt.higgins@amce.com)

RJG/rjg

**CLIENT AUTHORIZATION:**

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date

PALMERTON & PARRISH, INC.

## GENERAL CONDITIONS

1. PAYMENT TERMS: An invoice will be submitted on the Friday following the last Saturday of the month report is issued. The invoice is due in 30-days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

2. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

4. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed PPI's total fee for services or Thirty-Five Thousand Dollars ($35,000), whichever is less. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

6. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

7. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

## ANTI-COLLUSION STATEMENT

**STATE OF MISSOURI**

**CITY/COUNTY OF** Jasper

Kurt Higgins _____ being first duly sworn, deposes and says that he is

Vice President
Title of Person Signing

of Allgeier, Martin and Associates, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Kurt Higgins

BY _____

BY _____

*SWORN* to before me this 25th day of April 2016.

Wanda Diane Shellenbarger
Notary Public

My Commission Expires November 15, 2018

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2018
Commission Number: 14487906

**FIG. 10- 4**

Revised 03-23-00

STATE OF MISSOURI )
)ss
COUNTY OF Jasper )

AFFIDAVIT
(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Kurt Higgins, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kurt Higgins and I am currently the Vice President of Allgeier, Martin and Associates, Inc. (hereinafter "Contractor"), whose business address is 7231 E. 24th St., Joplin, MO 64804 "and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Joplin

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

Subscribed and sworn to before me this 25th day of April, 2016.

Commission # 14487906

STATE OF MISSOURI
COUNTY OF JASPER

WANDA DIANE SHELLENBARGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: November 15, 2018
Commission Number: 14487906

MY COMMISSION EXPIRES: November 15, 2018

Wanda Diane Shellenbarger

E-Verify

Company ID Number: 241962

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

**Employer ALLGEIER, MARTIN and ASSOCIATES, INC.**

| | |
|---|---|
| **Robert D Carpenter** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 08/26/2009 |
| Signature | Date |

**Department of Homeland Security – Verification Division**

| | |
|---|---|
| **USCIS Verification Division** | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 08/26/2009 |
| Signature | Date |

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. 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.
2. 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

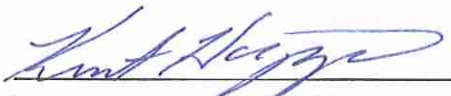
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Allgeier, Martin and Associates, Inc.

Name of Entity (city, county, contractor, etc.)

Kurt Higgins, Vice President

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)



Signature of Certifying Official

04/25/2016

Date

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Allgeier, Martin and Associates, Inc.
7231 E. 24th Street, Joplin, MO 64804

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):

Kurt Higgins, Vice President

Kurt Higgins

SIGNATURE

04/25/2016

DATE

Judy Bradley
LOGOUT

# Entity Dashboard

Entity Overview

- Entity Record
- Core Data
- Assertions
- Reps & Certs
- POCs
- Reports
- Service Contract Report
- BioPreferred Report
- Exclusions
- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

BACK TO USER DASHBOARD

BARTLETT & WEST, INC.
DUNS: 052296357 CAGE Code: 0U853
Status: Active

1200 SW EXECUTIVE DR STE A
TOPEKA, KS, 66615-3853 ,
UNITED STATES

Expiration Date: 05/19/2017
Purpose of Registration: All Awards

## Review Core Data

**Review Core Data**
This is a view only screen. If you want to make changes to this entity registration, please select the "Back to User Dashboard" button, select the entity registration under Complete Registrations, and then choose the "Update" button.

| | |
|---|---|
| DUNS Number: | 052296357 |
| D&B Legal Business Name: | BARTLETT & WEST, INC. |
| Doing Business As: | (none) |

[Expand All] | [Collapse All]

**Business & TIN Information:**

**Business Information:**

| | |
|---|---|
| Business Start Date: | 01/01/1951 |
| Fiscal Year End Close Date: | 12/31 |
| Company Division Name: | |
| Company Division Number: | |
| Corporate URL: | |
| Congressional District: | KS 02 |
| Registration Date: | 06/08/2001 |
| Activation Date: | 05/19/2016 |
| Expiration Date: | 05/19/2017 |
| Renewal Date: | 05/19/2016 |
| MPIN: | 85000000j |

**Physical Address:**

| | |
|---|---|
| Address Line 1: | 1200 SW EXECUTIVE DR STE A |
| City: | TOPEKA |
| State/Province: | KS |
| Country: | UNITED STATES |
| ZIP/Postal Code: | 66615 - 3853 |

**Mailing Address:**

| | |
|---|---|
| Address Line 1: | 1200 SW EXECUTIVE DRIVE |
| Address Line 2: | |
| City: | TOPEKA |
| State/Province: | KS |
| Country: | UNITED STATES |
| ZIP/Postal Code: | 66615 - 3850 |

**Sensitive Identifiers:**

| | |
|---|---|
| EIN: | 480770612 |

**IRS consent:**

| | |
|---|---|
| Tax Payer Name: | BARTLETT & WEST INC |
| Address Line 1: | 1200 SW EXECUTIVE DR |
| Address Line 2: | |
| City: | TOPEKA |
| State: | KS |
| Country: | UNITED STATES |
| ZIP/Postal Code: | 66615 |
| Type of Tax: | Applicable Federal Tax |
| Tax Year: (Most Recent Tax Year) | 2004 |
| Name of Individual Executing Consent: | MARK M SALVATORE |
| Title of the Individual Executing Consent: | DIRECTOR OF FINANCING |
| Signature: | MARK M SALVATORE |
| TIN Consent Date: | 05/22/2015 |

**CAGE/NCAGE Code**

| | |
|---|---|
| CAGE: | 0U853 |
| Does this entity have any Predecessors? | No |

**General Information**

| | |
|---|---|
| Doing Business As: | (none) |

## CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR PROJECT NUMBER

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ☒ YES ☐ NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ☒ YES ☐ NO
3. Bidder has filed all compliance reports due under applicable instructions.
   ☒ YES ☐ NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ☐ YES ☒ NO

NAME AND TITLE OF SIGNER (Please type):
Kellie J. Dougan; Human Resource Leader

SIGNATURE DATE 5-27-16

## CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Sub-Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000). N/A - Contract for Bartlett & West < $100,000
3. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Robert A. Gilbert, Vice President

Name & Title of Signer (Print or Type)

Signature

6-1-16

Date

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

June 6, 2016

Mr. Kurt Higgins, P.E.
Vice President
Allgeier, Martin & Associates, Inc.
7231 East 24th Street
P.O. Box 2627
Joplin, Missouri 64803-2627

Email: kurt.higgins@amce.com

RE: Section 3 – Crossroads CDBG-DR-PH2
PPI Project Numbers: 235892 and 235908

Dear Mr. Higgins:

This letter transmittal is in response to our recent communications regarding contractual compliance with Section 3 of the Housing and Urban Development Act of 1968. PPI is not a Section 3 business concern, as PPI's shareholders reside in Greene and Christian Counties.

Many of the requirements of the forms you provided via email apply only to contract values in excess of $100,000. PPI's total contract value for the project is $11,100, of which $4,100 is for the Geotechnical Engineering Report and $7,000 is a time and materials contract for Construction Materials Testing.

PPI is registered on https://www.sam.gov. A copy of the website query showing PPI's registration is attached to this letter for reference.

PPI has completed pages 8 and 9 of the forms you provided via email; they are included with this transmittal. For your purposes in filling out Tables A and B, PPI will not add any new jobs for the purposes of completing our scope of work. PPI's total contract value is approximately 10 to 15% of one full-time employee for one year. The majority of the work on PPI's contract will be completed by a mid-level to senior level technician. Engineers, drillers, laboratory technicians, and clerical staff will also have involvement with the Project.

Please let me know if you need additional information in order to fulfill your Section 3 compliance requirements for the Project. PPI looks forward to commencing work on the Project.

PALMERTON & PARRISH, INC.
By:

Rachel J. Goeke

Rachel J. Goeke, P.E.
Client Services Manager

Encl.
Submitted: 1 Electronic (.pdf) Copy via Email (kurt.higgins@amce.com)

BRP:RJG/rjg

USER NAME

Forgot Userr

# Entity Dashboard

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
  - Reports
- Service Contract Report
- BioPreferred Report
  - Exclusions
  - Active Exclusions
  - Inactive Exclusions
- Excluded Family Members

RETURN TO SEARCH

**PALMERTON & PARRISH, INC.**
**DUNS: 199857145 CAGE Code: 1MSS7**
**Status: Active**

**Expiration Date: 02/28/2017**
**Purpose of Registration: All Awards**

## Entity Overview

**Entity Information**

**Name:** PALMERTON & PARRISH, INC.
**Business Type:** Business or Organization
**POC Name:** Rachel Goeke
**Registration Status:** Active
**Activation Date:** 02/29/2016
**Expiration Date:** 02/28/2017

**Exclusions**

**Active Exclusion Records?** No



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

## CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Allgeier, Martin & Associates, Inc.

PROJECT NUMBER:

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):
Palmerton & Parrish, Inc.
4168 W. Kearney St.; Springfield, Missouri 65803

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☒ YES ☐ NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☒ YES ☐ NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☒ YES ☐ NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ YES ☒ NO

Brad R. Parrish, P.E., President
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

6/6/16
DATE

## CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Palmerton & Parrish, Inc.

Name of Sub-Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
3. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Brad R. Parrish, P.E., President

Name & Title of Signer (Print or Type)

Signature

6/6/16

Date

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 20, 2016

ITEM: Amendment No. 7 to the Round 1 Professional Services Agreement with Deloitte Financial Advisory Services LLP
ORIGINATING DEPARTMENT: Planning, Development & Neighborhood Services

Attachments: 1) Administration Contract Amendment No. 7
2) Council Bill No. 2016-407

Department Head: Troy Bolander
City Attorney: Peter Edwards
Finance Department: Leslie Haase
City Manager: Samuel Anselm

**Recommended Action:** Approval of Council Bill 2016-407 for the execution of Amendment No. 7 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities as they relate to upcoming and ongoing Community Development Block Grant – Disaster Recovery (CDBG-DR) projects associated with the initial $45 million award of CDBG-DR Funds.

**Background:** The City of Joplin entered into a consulting agreement with Deloitte Financial Advisory Services LLP on April 23, 2013 to provide administrative and consulting services for the $45 million first round of CDBG-DR funding received by the City.

**Discussion:** On July 6, 2015, City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction to the capital plan, Deloitte Financial Advisory Services LLP has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015.

This Amendment provides $209,000.00 for Activity Delivery Costs which are part of the direct implementation of projects including Crossroads Phase I, Crossroads Phase II, Cannonball, Joplin Housing Authority Tenant Based Rental, and the Joplin Senior Center.

**Recommendation:** Approve the execution of Amendment No. 7 to the Professional Services Agreement for Professional Administrative and Consulting Services with Deloitte Financial Advisory Services LLP in an amount not to exceed $209,000.00 with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

COUNCIL BILL NO. 2016-407 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Amendment No. 7 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Two Hundred Nine Thousand Dollars ($209,000.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

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

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

WHERAS, the City of Joplin was awarded $45,226,709.00 in Community Development Block Grant Disaster Recovery assistance from HUD to aid in the City's recovery; and

WHEREAS, The City of Joplin entered into an Agreement for Professional Administrative Support Services with Deloitte Financial Advisory Services, LLP on April 18, 2013.

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

Section 1. That the City execute Amendment No. 7 to the Professional Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte Financial Advisory Services LLP to provide implementation and administrative activities, not to exceed Two Hundred Nine Thousand Dollars ($209,000.00).

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

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

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

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Seventh Amendment to the Community Development Block Grant – Disaster Recovery Administration Contract between**
**City of Joplin and Deloitte Financial Advisory Services LLP**

This seventh amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for Activity Delivery Costs that will be incurred is made and entered into as of 20th day of June, 2016.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $209,000 in CDBG-DR funds for Activity Delivery Costs that will be incurred by Deloitte Financial Advisory Services LLP.

IN WHITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

Deloitte Financial Advisory Services LLP

_____

Troy Bolander
Director, Planning Development &
Neighborhood Services

_____

Deloitte Financial Advisory Services LLP

| Round 1 Amendment 7 ADC Summary | | | |
|---|---|---|---|
| Round 1 Project Description | Previous WA | ADC Ask 6/6/16 | Total ADC Ask to Date |
| Cannonball | $ - | $ 7,000.00 | $ 7,000.00 |
| Crossroads Phase 1 | $ 78,000.00 | $ 41,000.00 | $ 119,000.00 |
| Crossroads Phase 2 | $ - | $ 67,000.00 | $ 67,000.00 |
| FEMA THU Relocation | $ - | $ - | $ - |
| J-HAP Direct Costs | $ 3,039,027.00 | $ - | $ 3,039,027.00 |
| J-HRP Single Family Rehab Direct Costs | $ - | $ - | $ - |
| Joplin Housing Site Improvements | $ - | $ - | $ - |
| Joplin Housing Authority Tenant Based Rental | $ - | $ 8,000.00 | $ 8,000.00 |
| Senior Center | $ - | $ 86,000.00 | $ 86,000.00 |
| Senior Housing Facility Direct | $ 132,000.00 | | $ 132,000.00 |
| Trails | $ 70,719.00 | $ - | $ 70,719.00 |
| Totatal ADC Request | $ 3,319,746.00 | $ 209,000.00 | $ 3,528,746.00 |

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JUNE 20, 2016**

**ITEM: COUNCIL BILL NO. 2016-513**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

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

**INTRODUCTION:**
This Council Bill amends the adopted 2015-2016 Budget of the City of Joplin.

**DISCUSSION:**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the general fund budget to record the value of donated land and display cases in the amount of $32,593 in revenue and $32,545 in expenditures.
- Amending the budget for a License Plate Reader valued at $15,435 and a MorphoTrak Live Scan Station valued at $22,666 to be received from the Missouri Police Chiefs Charitable Foundation. As a result, revenues and expenditures are being increased by $38,101 to record this local equipment grant.
- Amending the budget to cover the cost of the Tri-State Water Coalition membership dues from engineering in the amount of $20,800. This amount will be funded from fund balance.
- Amending the police administrative payroll budget by the amount of $24,267 as a result of filling the Police Chief and Assistance Police Chief positions' following the retirement of the former police chief. This amount reflects the payroll impact for the remaining eight months of the fiscal year. The financial impact for an entire fiscal year will be $36,400. This amount will be funded from fund balance.
- Amending the neighborhood services payroll budget by the amount of $3,788 as a result of filling the Clerk position. This amount reflects the payroll impact for the remaining six months of the fiscal year. The financial impact for an entire fiscal year will be $7,575. This amount will be funded from fund balance.
- Amending the parks pool budget for the damage to the pumps and controllers at Schifferdecker pool in the amount of $26,000. The self-insurance fund will cover the cost of this repair.
- Amending the planning budget for software updates in the amount of

$16,800. The MPO grant will fund 80% of this expenditure as reflected in the revenue amendment in the amount of $13,440.

- Amending the airport budget for damage due to a vault fire in the amount of $42,915. The self-insurance fund will cover the cost of this repair.
- Amending the self-insurance fund to cover the repairs as a result of damages incurred in the amount of $68,915.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $153,049.00 and increases expenditures by $274,131.00.

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

**COUNCIL BILL NO. 2016-513** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2015-168 on October 19, 2015, which estimated revenues and appropriated funds for the fiscal year 2015-2016, 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 2015-2016 budgeted appropriations as adopted by Ordinance 2015-168 be amended by increasing revenues by the total amount of One Hundred Fifty-Three Thousand Forty-Nine Dollars and No Cents ($153,049.00) and by amending appropriations by the total amount of Two Hundred Seventy-Four Thousand One Hundred Thirty-One Dollars and No Cents ($274,131.00) 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 revenues and increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2016, 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
2015-2016 ADOPTED BUDGET
6-Jun-16

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | General Fund | 001-0000-450-0306 | Other Donations | $ | 32,593 | |
| | General Fund | 001-0000-490-0209 | Local Participating Agencies | | 38,101 | |
| | Facility Maintenance | 001-4504-520-8220 | Operating Equipment | | | 7,500 |
| | PW-Engineering | 001-4505-520-6105 | Dues & Memberships | | | 20,800 |
| | PW-Engineering | 001-4505-520-8105 | Land Acquisition | | | 25,045 |
| | Police Administration | 001-5501-510-1010 | Regular Wages | | | 18,667 |
| | Police administration | 001-5501-510-1620 | P&F Pension | | | 5,600 |
| | Police-Local Grants | 001-5593-510-8220 | Operating Equipment | | | 38,101 |
| | Neighborhood Services | 001-8001-520-1010 | Regular Wages | | | 3,060 |
| | Neighborhood Services | 001-8001-520-1625 | LAGERS | | | 728 |
| | Total General Fund | | | $ | 70,694 | 119,501 |
| 115 | Parks Fund | | | | | |
| | Parks Fund | 115-0000-450-0604 | Insurance Claim Settlement | $ | 26,000 | - |
| | Pools | 115-6510-560-4105 | Property Repairs & Maintenance | | | 26,000 |
| | Total Parks Fund | | | $ | 26,000 | 26,000 |
| 150 | Community Development Fund | | | | | |
| | Federal Grants | 150-0000-480-1101 | MPO Grant | $ | 13,440 | - |
| | MPO Grant | 150-1591-570-5265 | Maintenance Contracts & Agree | | | 16,800 |
| | Total Community Development Fund | | | $ | 13,440 | 16,800 |
| 405 | Airport Fund | | | | | |
| | Airport Fund | 405-0000-450-0604 | Insurance Claim Settlement | $ | 42,915 | - |
| | Airport Fund | 405-5004-520-2015 | Janitorial Supplies | | | 2,171 |
| | Airport Fund | 405-5004-520-2030 | Maintenance Supplies | | | 26 |
| | Airport Fund | 405-5004-520-2050 | Operational Supplies | | | 3,352 |
| | Airport Fund | 405-5004-520-2055 | Electrical Supplies | | | 491 |
| | Airport Fund | 405-5004-520-4105 | Property Repairs & Maint | | | 2,563 |
| | Airport Fund | 405-5004-520-4115 | Other Property Repairs | | | 26,346 |
| | Airport Fund | 405-5004-520-4120 | Building Repairs | | | 138 |
| | Airport Fund | 405-5004-520-4125 | General Equipment | | | 421 |
| | Airport Fund | 405-5004-520-5120 | Janitorial Services | | | 7,407 |
| | Total Airport Fund | | | $ | 42,915 | 42,915 |
| 515 | Liability Self-Insurance Fund | | | | | |
| | Liability Fund | 515-7501-500-5305 | Judgments & Claims | $ | | 68,915 |
| | Total Liability Self-Insurance Fund | | | $ | - | 68,915 |
| | Grand Total | | | $ | 153,049 | 274,131 |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 20, 2016**
**Council Bill No. 2016-606**

**Item: Contract amendment with GLMV Architecture to include construction management services for the Public Safety Training Facility**
**Originating Department: Fire Department**

Attachments: 1) Contract Agreement
2) Council Bill No. 2014-105

| | |
|---|---|
| Department Head: James A. Furgerson | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of the Contract amendment with GLMV Architecture for construction management services in the amount of $281,162.00.

**Background:** In 2006 the citizens of Joplin voted on and passed the Public Safety Sales Tax. One of the projects listed was a Public Safety Training Center. The training tower and training grounds have been completed and it now time for the second phase of this project. Phase II is the Public Safety Training Facility**.**

**Discussion:** On March 3, 2014 City Council approved Council Bill 2014-105 a contract for architectural and design services with GLMV Architecture. This contract did not include construction management services which is vital to this project due to the nature of work and types of soils that are located on the land. This contract amendment will authorize all necessary on-site project representation services to ensure the construction is completed in substantial conformance with the approved plans and specifications.

**Recommendation:** To not delay construction staff recommends approval of this Council Bill on an emergency basis in accordance with Section 2.12 (6) of the Home Rule Charter of the City of Joplin.

# AIA® Document B207™ – 2008

## *Standard Form of Architect's Services:* On-Site Project Representation

**for the following PROJECT:**
*(Name and location or address)*

Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

**THE OWNER:**
*(Name, legal status and address)*

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

**THE ARCHITECT:**
*(Name, legal status and address)*

GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

**THE AGREEMENT**
This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Third day of March in the year Two Thousand Fourteen.
*(In words, indicate day, month, and year.)*

**TABLE OF ARTICLES**


1 INITIAL INFORMATION

2 ON-SITE PROJECT REPRESENTATION SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 SPECIAL TERMS AND CONDITIONS


**ARTICLE 1 INITIAL INFORMATION**
The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
These Services are in addition to Construction Phase Services listed in the Base Contract.
*(List below information, including conditions or assumptions that will affect the Architect's performance.)*

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.
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## ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

**§ 2.1** The Architect shall provide various representatives at the Project site to assist in carrying out the Architect's construction phase services identified in the Agreement.

**§ 2.1.1** The Architect shall provide the services of a professional testing laboratory for materials testing, special inspections and soils testing.

**§ 2.1.2** The Architect shall provide the services of a civil engineer for observation of the site work, including site demolition, site rough grading, site final grading, soils installation for the parking lots and building pad, underground and above-grade utility installation, and final parking lot and finish grading for the site. Observation and reporting of the erosion control methods that were put in place by the Contractor monthly. Reports for the Storm Water Pollution Plan (SWPP) will be maintained by the engineer.

**§ 2.1.3** The Architect shall provide the services of an architectural representative for the construction of the building. Services will include general site visits during the construction of the building to observe construction progress, installation of the various building materials and systems, and final building finishes.

**§ 2.1.4** The Mechanical, Electrical, and Plumbing Engineer will provide additional site observations.

**§ 2.1.5** The Additional Services listed above will be based upon Article 3.6 of the AIA Document B101 currently in place. The Services listed above will be in addition to those contained in the original Contract and will provide increased observation of the construction phase of the Project.

**§ 2.2** The Architect's representative(s) shall perform services in accordance with the standard of care set forth in the Agreement, or if none is set forth, in accordance with applicable law. In performing services, the Architect's representative(s) shall not exceed the authority of the Architect as set forth in the Agreement.

**§ 2.3** The Architect's representative(s) shall be located at the Project site in accordance with the following schedule: *(Insert the days per week, hours per day, schedule duration, and other relevant information.)*

**§ 2.3.1** The testing laboratory shall be on site for the testing of the fill placement and compaction testing, foundations, reinforcement, steel and concrete placement, masonry and structural placement, and exterior paving and sidewalk. It is anticipated that there will be 122 tests performed during construction. Each test is anticipated to require 2 hours of time to observe and acquire samples. The frequency of these visits will be determined by the Contractor's schedule. The days per week, hours per day and schedule duration will be based upon the Contractor's Construction Schedule. It is anticipated this work will continue for approximately the first 6 months of the Project and for the last couple of months when the final parking areas are placed. See Appendix A for a list of the tests that are anticipated for this Project.

**§ 2.3.2** The Civil Engineer will be on site during the site work which includes site grading, installation of utilities, installation of the subgrades, installation of paving and sidewalks, both base work and final work, and observation of installation of those items. It is anticipated that the Civil Engineer will visit the site on an average of 2.5 hours per day for the first 4 months of construction. During months 5 through 8, it is anticipated the Civil Engineer will visit the site for the Environmental review of SWPP requirements an average of once a month. During the final months of the Project, it is anticipated the Civil Engineer will visit the site approximately 6 hours per day when the final curbs, gutters, and final pavement and finish grading is completed.

**§ 2.3.3** The Mechanical, Electrical, Plumbing Engineer representative will provide 5 additional site visits during the normal construction schedule.

**§ 2.3.4** The Architectural Representative will be on site periodically during the construction of the building. It is anticipated the building portion of the work will start approximately 2 months after site work is started and continue to Project completion, which is 10 months in duration. It is anticipated the Architectural Representative will be on site an average of 2 days per week during the first 2 months of construction and an average of 3 days per week during the remaining 8 months of construction. The Architectural Representative will be on site an average of 1 day per week when the Contractor is completing his punch list items. It is anticipated there will be 133 1-day trips.


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If any of those require a nights' stay, it will be considered 2 of those trips. Overnight expenses will be charged to the Project. The Architectural Representative will coordinate with the General Contractor and review schedule and Project progress. Anticipated time on site will be approximately 3 hours for a 1-day trip and 10 hours for a 2-day trip with an overnight stay. Cost will include travel time to the site.

**§ 2.3.5** The Architect's accounting staff will review the Contractor's certified payroll documentation monthly.

**§ 2.4** In addition to the Architect's construction phase services identified in the Agreement, the Architect's representative(s) shall perform the services set forth in this Section 2.4.

**§ 2.4.1** The Architect's representative(s) shall monitor the Contractor's construction schedule and alert the Owner to conditions that may affect the Contractor's ability to complete the work in accordance with the schedule.

**§ 2.4.2** The Architect's representative(s) shall attend the biweekly jobsite meetings. Contractor shall prepare and distribute a written report to the Owner on the proceedings:

**§ 2.4.3** The Architect's representative(s) shall observe the systems and equipment testing required in the Specifications and report test results to the Owner.

**§ 2.4.4** The Architect's representative(s) shall maintain records at the Project site in an orderly manner. These records may include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, and Applications for Payment; and names, addresses and telephone numbers of the Contractor, Subcontractors, Owner's separate contractors, and principal material suppliers.

**§ 2.4.5** The Architect's representative(s) shall review the Contractor's on-site copy of the Drawings, Specifications, addenda, Change Orders and other modifications at intervals appropriate to the stage of construction and notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

**§ 2.4.6** The Architect's representative(s) shall maintain a log of activities at the Project site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations.

**ARTICLE 3 ADDITIONAL SERVICES**

The Architect shall provide On-Site Project Representation Services in addition to those set forth in Article 2 as Additional Services.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

The Owner shall provide an on-site office for use by the Architect's representative(s), including utilities, heating, air conditioning and ventilation. The Owner shall provide furnishings and office equipment as follows:
*(List furniture, computers, fax machines, etc.)*

**§ 4.1** The on-site office for use by the Architect is provided by the Contractor as part of the Project requirements.

**ARTICLE 5 COMPENSATION**

**§ 5.1** For the Architect's On-Site Project Representation Services described under Article 2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

The Compensation is based upon the 304 days for the Contractor to complete the Project. If the Project duration increases, the Architect's compensation will be adjusted as described in 5.7 below.

**§ 5.2** For Additional Services performed pursuant to Article 3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*


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For testing laboratory services, the Architect shall be compensated for time and materials invoiced to the Architect plus fifteen percent (15%) as noted in 11.4 of the original Contract. The estimated cost for these Services is $30,717 for the materials testing and special inspections for structural steel shown on Drawings S−001 and S−002 and as noted in 2.3.1 above. See Appendix A for estimated number and type of testing that will be required.

**§ 5.3** For Civil Engineering Services, the Architect shall be compensated for time and materials invoiced to the Architect plus fifteen percent (15%) as noted in 11.4 of the original Contract. The estimated cost for these Services is $55,292 for the civil inspection of the site work noted in 2.3.2 above.

| | | |
|---|---|---|
| **§ 5.3.1** | Engineer Principal | $191.00 |
| **§ 5.3.2** | Managing Engineer | $165.00 |
| **§ 5.3.3** | Assistant Project Manager | $117.00 |
| **§ 5.3.4** | Professional Engineer I | $143.00 |
| **§ 5.3.5** | Professional Engineer II | $122.00 |
| **§ 5.3.6** | Engineer Intern | $91.00 |
| **§ 5.3.7** | Professional Surveyor I | $149.00 |
| **§ 5.3.8** | Professional Surveyor II | $106.00 |
| **§ 5.3.9** | Survey Manager | $96.00 |
| **§ 5.3.10** | Survey Party Chief | $85.00 |
| **§ 5.3.11** | Surveyor's Aide I | $64.00 |
| **§ 5.3.12** | Surveyor's Aide II | $48.00 |
| **§ 5.3.13** | GPS Equipment or Robotic Equipment | $37.00 |
| **§ 5.3.14** | Resident Project Representative – PE | $122.00 |
| **§ 5.3.15** | Resident Project Representative I | $90.00 |
| **§ 5.3.16** | Resident Project Representative II | $69.00 |
| **§ 5.3.17** | GIS Specialist | $80.00 |
| **§ 5.3.18** | GIS Technician I | $64.00 |
| **§ 5.3.19** | Field Service Technician | $80.00 |
| **§ 5.3.20** | Secretary | $43.00 |
| **§ 5.3.21** | Appraiser | $111.00 |

**§ 5.4** For Mechanical, Electrical, Plumbing and Fire Protection Services, the Architect shall be compensated for time and materials invoiced to the Architect plus fifteen percent (15%) as noted in 11.4 of the original contract. The estimated cost for these Services is $7,188.00 for the additional Mechanical/Electrical/Plumbing site visits noted in 2.3.3 above. The hourly billing rates for Service of the Mechanical, Electrical, Plumbing and Fire Protection Engineers are below.

| | | |
|---|---|---|
| **§ 5.4.1** | Project Manager | $130.00 |
| **§ 5.4.2** | Senior Engineer | $110.00 |
| **§ 5.4.3** | Engineer | $95.00 |
| **§ 5.4.4** | CAD Technicians | $65.00 |
| **§ 5.4.5** | Administrative/Clerical | $55.00 |

**§ 5.5** For Architectural, Landscape Architecture, and Interior Design Services, the Architect shall be compensated for time and materials. The estimated cost is $147,604.00 for the additional site visits, certified payroll review and additional Project management. The hourly billing rates for Services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

| | | |
|---|---|---|
| **§ 5.5.1** | Principal | $156.00 |
| **§ 5.5.2** | Project Manager | $141.00 |
| **§ 5.5.3** | Architect II | $94.00 |
| **§ 5.5.4** | Architect I | $84.00 |
| **§ 5.5.5** | Landscape Architect | $94.00 |
| **§ 5.5.6** | Interior Designer I | $82.00 |
| **§ 5.5.7** | Specification Writer | $141.00 |
| **§ 5.5.8** | Administrative Assistant | $72.00 |


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**§ 5.6** The Architect shall be compensated for expenses invoiced to the Architect plus five percent (5%) as noted in 11.8.2 of the original Contract. The estimated cost is $20,286.00.

**§ 5.7** Anticipated Additional Services for Construction Management Services which extend beyond the 304 days in the Contractor's Construction Contract Duration.

**§ 5.7.1** If the Project is not completed within the 304 days allowed in the Construction Contract, the Architect and his consultants will be compensated for time and materials for the Services listed in Article 2 above. For each 30-day period the construction extends beyond the 304 days in the Contract, the estimated cost will be $20,075.00.

**§ 5.8** The total for the Additional Services not to exceed without prior approval shall be $281,162.00.

## ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation, if any, are as follows:

No additional comments.



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# AIA® Document G802™ – 2007

## *Amendment to the Professional Services Agreement*

Amendment Number: 002

**TO:** Nick Heatherly
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: December 20, 2013

**BETWEEN** the Owner:
*(Name and address)*
City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

and the Architect:
*(Name and address)*
GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

for the Project:
*(Name and address)*
Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

Authorization is requested
☒ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As follows:
On-site Project representation

See attached AIA Document B207-2008, Standard Form of Architect's Services.

The following adjustments shall be made to compensation and time.
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:
$281,162.00

Time:
As noted in the attached AIA B207-2008

| **SUBMITTED BY:** | **AGREED TO:** |
|---|---|
| *(Signature)* | *(Signature)* |
| Kile R. Morrison, AIA, DBIA, Vice President<br>*(Printed name and title)* | Nicholas A. Heatherly<br>*(Printed name and title)* |
| June 20, 2016<br>*(Date)* | *(Date)* |

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**User Notes:** (1446465095)

**COUNCIL BILL NO. 2014- 105** **ORDINANCE NO.** 2014-028

**AN ORDINANCE** approving a agreement for GLMV Architecture Inc. for Three Hundred Twenty Three Thousand Nine Hundred Sixty Four and no/100 Dollars ($323,964.00) for Architectural and Design Services for the Police and Fire Training Facility and containing an emergency clause.

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

Section 1. Approval of an agreement with GLMV Architecture Inc. for Three Hundred Twenty Three Thousand Nine Hundred Sixty Four and no/100 Dollars ($323,964.00) for Architectural and Design Services for the Police and Fire Training Facility in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from General Fund No. 001-6275-510-8005.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with GMLV Architecture Inc.

Section 3. 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of March, 2014 by a vote of 9-0.

Melodee Colbert Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the General Fund No. 001-6275-510-8005 to pay the amount called for in said Agreement.

Leslie Haase, Director of Finance

RECEIVED
FEB 12 2014
City of Joplin

# AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Third day of March in the year Two Thousand Fourteen
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

and the Architect:
*(Name, legal status, address and other information)*

GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

Architect's Project Number 13061.000

for the following Project:
*(Name, location and detailed description)*

Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1852664678)

TABLE OF ARTICLES


1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

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EXHIBIT A INITIAL INFORMATION


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Refer to Exhibit A.

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

October 2014

.2 Substantial Completion date:

October 2015

**§ 1.3** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's Services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the Professional Services as set forth in this Agreement.


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§ 2.2 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 **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 stipulated herein to protect it 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 modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured, with the exception of the Worker's Compensation and Professional Liability policies, 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 Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Four Million and no/100 Dollars ($4,000,000.00) annual aggregate. 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. Limit requirements can be met with a combination of primary and excess liability policies.

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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. Limit requirements can be met with a combination of primary and excess liability policies.

d. **Errors and Omissions Insurance**. The Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00. The 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 coverage shall not be cancelled, modified or non-renewed without thirty (30) days' written notice to the City of Joplin.

**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.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering Services. Services not set forth in this Article 3 are Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's Services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its Services with those Services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of Services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such Services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's Services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

§ 3.2.1 The Architect shall review the program and other information which was gathered in the programming phase, shall review laws, codes, and regulations applicable to the Architect's Services in effect at the date of this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services, such as LEED certification, as Additional Services. LEED Certification is not required.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect will meet with code and planning officials having jurisdiction.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

Following the Owner's approval of the Construction Documents, the Architect shall review with the Owner their process in obtaining bids. Since the Owner's process is not currently known, the Services to be provided will be determined at a later date.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

*(Paragraph deleted)*

.1 distributing the Bidding Documents electronically to prospective bidders through a Plan Room;

.2 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; and

.4 attending the opening of the bids. The Owner will distribute the bidding results.

**§ 3.5.2.3** 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.

**§ 3.5.3 NEGOTIATED PROPOSALS N/A**

*(Paragraphs deleted)*



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## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's Services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** 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 not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** 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.

**§ 3.6.2.3** 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.

**§ 3.6.2.4** 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, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

**§ 3.6.3.1** 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 as provided in Section 3.6.2 and on the data comprising the Contractor's

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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.

**§ 3.6.3.2** 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.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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.

**§ 3.6.4.2** 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.

**§ 3.6.4.3** 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.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

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### § 3.6.6 PROJECT COMPLETION

**§ 3.6.6.1** The Architect shall conduct inspections 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 inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections 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.

**§ 3.6.6.3** 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.

**§ 3.6.6.4** 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.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services | | Responsibility *(Architect, Owner or Not Provided)* | Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)* |
|---|---|---|---|
| § 4.1.1 | Programming | Architect/Owner | 2007 Exhibit A |
| § 4.1.2 | Multiple preliminary designs | | 2007 Exhibit A Program |
| § 4.1.3 | Measured drawings | Not Provided | |
| § 4.1.4 | Existing facilities surveys | Not Provided | |
| § 4.1.5 | Site Evaluation and Planning (B203™–2007) | Not Provided | 2007 Exhibit A Program |
| § 4.1.6 | Building information modeling | Not Provided | |
| § 4.1.7 | Civil engineering | Architect | 2007 Exhibit A |
| § 4.1.8 | Landscape design | Architect | 2007 Exhibit A |
| § 4.1.9 | Architectural Interior Design (B252™–2007) | Architect | 2007 Exhibit A |
| § 4.1.10 | Value Analysis (B204™–2007) | Not Provided | |
| § 4.1.11 | Detailed cost estimating | Architect | 2007 Exhibit A |
| § 4.1.12 | On-site project representation | Not Provided | |
| § 4.1.13 | Conformed construction documents | Not Provided | |
| § 4.1.14 | As-Designed Record drawings | Not Provided | |
| § 4.1.15 | As-Constructed Record drawings | | By Contractor |
| § 4.1.16 | Post occupancy evaluation | Not Provided | |
| § 4.1.17 | Facility Support Services (B210™–2007) | Not Provided | |
| § 4.1.18 | Tenant-related services | Not Provided | |
| § 4.1.19 | Coordination of Owner's consultants | Not Provided | |

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|---|---|---|---|
| § 4.1.20 | Telecommunications/data design | Architect | Architect shall provide for cable trays and conduit, but no hardware or wiring |
| § 4.1.21 | Security Evaluation and Planning (B206™–2007) | Not Provided | |
| § 4.1.22 | Commissioning (B211™–2007) | Not Provided | |
| § 4.1.23 | Extensive environmentally responsible design | Not Provided | |
| § 4.1.24 | LEED® Certification (B214™–2007) | Not Provided | |
| § 4.1.25 | Fast-track design services | Not Provided | |
| § 4.1.26 | Historic Preservation (B205™–2007) | Not Provided | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™–2007) | Not Provided | Architect shall provide Floor Plans showing general location of furniture |
| § 4.1.28 | Geotechnical Services | Owner | Owner will provide these services through a third party |
| § 4.1.29 | Ground-Penetrating Radar | Not Provided | Not provided, but can be provided and Architect would recommend |
| § 4.1.30 | Materials Testing | Owner | Owner will provide these services through a third party |
| § 4.1.31 | Special Inspections | Owner | Owner will provide these services through a third party |
| § 4.1.32 | Surveying | Owner | Owner will provide these services through a third party |
| § 4.1.33 | Digital Modeling of the Facility | Not Provided | |
| § 4.1.34 | Audio-Visual Consultant | Owner | Owner will provide these services at this time. Owner will coordinate with A/E to determine routing of conduit, cable trays, HVAC for server rooms, etc. This can be added as Additional Services if desired by the Owner at a later date. |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See AIA Document B101 – 2007 Exhibit A.

§ 4.3 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 in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 written 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;

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.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 The following are the number of trips per discipline during construction administration:

| | |
|---|---|
| Architect: | 32 |
| Civil Engineer: | 4 |
| Structural Engineer: | 5 |
| Mechanical Engineer: | 5 |
| Electrical Engineer: | 3 |
| Plumbing Engineer: | 2 |
| Total: | 51 |

§ 4.3.4 If the Services covered by this Agreement have not been completed within twenty-six (26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's Services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the


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Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's Services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those Services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of Services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the Services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such Services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the Services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's Services.

§ 5.11 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.

§ 5.12 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

§ 6.1 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 or specified 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, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

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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 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.

**§ 6.3** 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. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such Services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing Services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner will be responsible for all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

### § 8.2 MEDIATION

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's Services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Joplin, Missouri, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation and venue shall be in the Circuit Court of Jasper County, Missouri

[ ] Other (Specify)

**§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of Services under this Agreement. If the Architect elects to suspend Services, the Architect shall give seven days' written notice to the Owner before suspending Services. In the event of a suspension of Services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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Services. Before resuming Services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's Services. The Architect's fees for the remaining Services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of Services rendered up to the time of termination.

**§ 9.6** In the event of termination as provided in Section 9.5, the Architect shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraph deleted)*

**§**

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the State of Missouri, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, Services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 10.6** 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.

**§ 10.7** 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


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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.

**§ 10.8** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform Services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

A lump sum amount of $299,713.79, plus Reimbursable Expenses
*or*
plus estimated Reimbursable Expenses of $24,250.00.

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
*(Paragraph deleted)*
A lump sum amount to be agreed upon by both parties prior to beginning in a signed writing.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
*(Paragraph deleted)*
A lump sum amount to be agreed upon by both parties prior to beginning.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below, and shall be agreed to by both parties in a signed writing prior to any such work being performed.

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of Services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Programming Phase | eleven | percent ( | 11 | %) |
| Schematic Design Phase | twelve | percent ( | 12 | %) |
| Design Development Phase | eighteen | percent ( | 18 | %) |
| Construction Documents Phase | twenty-two | percent ( | 22 | %) |
| Bidding or Negotiation Phase | three | percent ( | 3 | %) |
| Construction Phase | thirty-four | percent ( | 34 | %) |
| *(Row deleted)* | | | | |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

*(Paragraph deleted)*
§
**§ 11.7** The hourly billing rates for Services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate |
|---|---|
| **GLMV Standard Billing Rates** | |
| Principal | $150 |
| Project Manager | $143 |

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| | |
|---|---|
| Project Architect | $112 |
| Architect II | $90 |
| Architect I | $80 |
| Landscape Architect | $90 |
| Interior Designer I | $70 |
| Specification Writer | $112 |
| Administrative Assistant | $66 |
| **FSC Hourly Rates** | |
| Fire Protection Engineer | $135 |
| Project Manager | $125 |
| Fire Protection Specialist | $115 |
| Senior Mechanical/Electrical Engineer | $105 |
| Mechanical/Electrical Engineer | $95 |
| Mechanical/Electrical | $85 |
| CAD Technician | $65 |
| Administrative/Clerical | $55 |
| **PEC Hourly Rates** | |
| Senior Civil Engineer | $145 |
| Civil Engineer | $75 |
| Tech | $85 |
| CADD | $18 |
| Structural Engineer | $100 |

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** Transportation and authorized out-of-town travel and subsistence;
**.2** Teleconferences, Project Web sites, and extranets;
**.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
**.4** Printing, reproductions, plots, standard form documents;
**.5** Postage, handling and delivery;
**.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
**.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
**.8** Deleted
**.9** All taxes levied on reimbursable expenses;
**.10** Site office expenses if approved by Owner in a signed writing.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect plus a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of Zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for Services shall be made monthly in proportion to Services performed. Payments are due and payable upon presentation of the Architect's invoice.

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*(Paragraphs deleted)*
City agrees to pay within 30 days.

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

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and Services performed on the basis of hourly rates shall be available to the Owner with all invoices.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

### 12.1 SALES TAX

In the event the laws of the State of Kansas or Missouri should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

### 12.2 MUTUAL INDEMNITY

**12.2.1** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

**12.2.2** Deleted.

**12.2.3** Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 12.3 LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### 12.4 AVAILABILITY OF PROFESSIONAL LIABILITY INSURANCE

The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

### 12.5 ATTORNEYS' FEES

In the event of any dispute resolution arising from or related to this Agreement or the Services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

### 12.6 UTILIZING CAD DRAWINGS

**12.6.1** In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Architect, the Owner covenants and agrees that all such drawings and data are instruments of service of the Architect, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and

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other rights, including copyrights. The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 60 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services. Electronic files will be submitted to the City at the start of construction.

**12.6.2** The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

**12.6.3** Deleted.

**12.6.4** Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**12.7 SEVERABILITY**
Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

**12.8 SURVIVAL**
Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**12.9 CERTIFICATIONS, GUARANTEES AND WARRANTIES**
The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

**12.10 FORCE MAJEURE**
The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

**12.11 EXCLUDED SERVICES (IF APPLICABLE)**
**12.11.1** In addition to the Basic Services to be provided under this Agreement, the Architect has offered and recommended to the Owner certain other Services, which the Architect deems necessary or advisable for the project. The Owner has declined to include such Services in this Agreement and has decided to obtain those Services from another source or to forgo those Services. The following recommended Services are therefore excluded from this Agreement:

**12.11.2** The Architect reviewed all Services included in Section 4.1 with the Owner. The table represents the outcome of those discussions and lists the responsibility for those Services.

**12.11.3** Deleted.

**12.12 SUSPENSION OF SERVICE**
**12.12.1** Deleted.


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**12.12.2** If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Architect may suspend performance of Services upon seven calendar days' notice to the Owner. The Architect shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Architect to suspend Services, the Architect shall resume Services and there shall be an equitable adjustment to the remaining Project Schedule and Fees as a result of the suspension.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form of Agreement Between Owner and Architect

*(Paragraphs deleted)*

.2 AIA Document B101 – 2007 Exhibit A

This Agreement entered into as of the day and year first written above.

**OWNER**

*(Signature)*

NICHOLAS A. HEATHERLY

*(Printed name and title)*

DIRECTOR OF PUBLIC WORKS.

**ARCHITECT**

*(Signature)*

Kile R. Morrison, AIA, DBIA
Vice President

*(Printed name and title)*

APPROVED AS TO FORM:

City Attorney

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# AIA® Document B101™ – 2007 Exhibit A

## *Initial Information*

**for the following PROJECT:**
*(Name and location or address)*

Joplin Public Safety Training Facility
5102 N. Swede Lane
Joplin, Missouri

**THE OWNER:**
*(Name, legal status and address)*

City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801

**THE ARCHITECT:**
*(Name, legal status and address)*

GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

Architect's Project 13061.000

This Agreement is based on the following information.
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**ARTICLE A.1 PROJECT INFORMATION**

**§ A.1.1** The Owner's program for the Project:
*(Identify documentation or state the manner in which the program will be developed.)*

**§ A.1.2** The Project's physical characteristics:
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The final facility specifications shall be dependent upon user input during the needs assessment or programming phase of the Project. The Scope of Services will be to program and design the Public Safety Training building and site features, such as parking, immediately adjacent to the building. The fire training tower and site design for training props and training pads are not included in this work.

It is anticipated that the building will be approximately 20,000 square feet. The building will be located on Lot 1, which is approximately 6.95 acres and located south of the Joplin Regional Airport and the location of the former FEMA housing related to the Joplin tornado. The site is approximately 674 feet in the east-west direction and approximately

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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449 feet in the north-south direction. The City will provide the geotechnical reports, boundary and topographic survey, and the location of the public and private utilities and services.

1. The building may contain the following functions. Some of these may be included in multipurpose spaces. Additional functions may be identified in the program verification stage of design:
   a. Staff offices
   b. Reception areas
   c. Classrooms for multi-agency use
   d. Room with auditorium-style seating
   e. Conference room
   f. Break room
   g. General storage
   h. Building maintenance areas
   i. Video training and/or viewing
   j. Training equipment storage rooms
   k. Fitness center
   l. Locker rooms with showers
   m. Computer rooms, which may include specialized computer training
   n. Law Enforcement Simulator room
   o. Secured weapon storage for visitors of the building
   p. Defensive tactics

2. Site planning for the Training Building will include parking for visitors, employees, and students.

3. The following items are assumed to not be part of the Scope of Services:
   a. Indoor running track
   b. Firing range
   c. Driving range
   d. Ammunition, weapon, and target storage
   e. Driving pad
   f. K-9 training area
   g. SWAT training obstacles
   h. Four-story tower with multiple burn rooms and additional training props for situation-based training to include structural fire attack, search and rescue, ventilation, and forcible entry training.
   i. Assorted paved training pads for various rescue and hazardous materials training.
   j. Future development of an Aircraft Rescue and Firefighting (ARFF) area for joint use between the Joplin Fire Department and the Joplin Regional Airport Fire Department.
   k. Specifications for audio/visual equipment.

**§ A.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total, and if known, a line item break down.)*

The Owner's budget is $2,300,000 for a 20,000-square-foot Public Safety Training Facility which includes sitework for Lot 1, which is a 6.95 acre site.

**§ A.1.4** The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

The anticipated schedule is:

   a. Programming start late January or early February 2014.
   b. Programming and development of Plans and Specifications, six-month duration. Completed approximately 180 days after start of the Project.
   c. Bidding start late August or early September 2014 and completion and award approximately 60 days following start of the bidding.
   d. Construction start November 2014
   e. Construction complete November 2015
   f. Functional testing December 2015 and January 2016
   g. Operational Startup/Project Close March 2016

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**§ A.1.5** The Owner intends the following procurement or delivery method for the Project:
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

The intended method of procurement is competitive bid.

**§ A.1.6** Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

The site environmental will be the Owner's responsibility.

**ARTICLE A.2 PROJECT TEAM**

**§ A.2.1** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address and other information.)*

The Owner's representative is not identified at this time.

**§ A.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address and other information.)*

The persons or entities who are required to review the submittals are the Police and Fire Departments. Those individuals will be determined at a later date.

**§ A.2.3** The Owner will retain the following consultants and contractors:
*(List discipline and, if known, identify them by name and address.)*

Geotechnical and survey, including topography and legal descriptions. Those firms and individuals have not been identified.

**§ A.2.4** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address and other information.)*

Ivan D. Veldhuizen, AIA, LEED AP BD+C
GLMV Architecture, Inc.
9229 Ward Parkway, Suite 210
Kansas City, MO 64114

**§ A.2.5** The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

**§ A.2.5.1** Consultants retained under Basic Services:

.1 Structural Engineer

Professional Engineering Consultants, P.A.
104 S. Pine
Pittsburg, KS 66762

.2 Mechanical Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210


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.3 Electrical Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210

.4 Civil Engineer

Professional Engineering Consultants, P.A.
104 S. Pine
Pittsburg, KS 66762

.5 Fire Protection Engineer

FSC MEP
9225 Indian Creek Parkway, Suite 300
Overland Park, KS 66210

§ **A.2.5.2** Consultants retained under Additional Services:

There are currently no consultants retained under Additional Services.

§ **A.2.6** Other Initial Information on which the Agreement is based:
*(Provide other Initial Information.)*

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS**
**COMMERCIAL EXCESS LIABILITY**
**(UMBRELLA) INSURANCE POLICY**

**POLICY NO.:** CUP-7C031045-13-47-
**ISSUE DATE:** 12/24/2013

**INSURING COMPANY:**
THE TRAVELERS INDEMNITY COMPANY

**1. NAMED INSURED AND MAILING ADDRESS:**
GLMV ARCHITECTURE, INC;
AND AS PER CG D0 74
1525 E DOUGLAS
WICHITA KS 67211

THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96

**2. THE NAMED INSURED IS A:**
[X] CORPORATION [ ] SOLE PROPRIETOR [ ] PARTNERSHIP OR JOINT VENTURE [ ] OTHER

**3. POLICY PERIOD:** From 12/31/2013 to 12/31/201412:01 A.M. Standard Time at your mailing address.

**4. PREMIUM:** * $ 2,880 [X] Flat Charge [ ] Adjustable (See premium schedule)
* SEE END. CG D0 31 10 91

**5. LIMITS OF INSURANCE:**

| COVERAGES | | LIMITS OF LIABILITY |
|---|---|---|
| AGGREGATE LIMITS OF LIABILITY | 4,000,000 | **Products/Completed Operations Aggregate** |
| | 4,000,000 | **General Aggregate** |
| COVERAGE A - **Bodily Injury and Property Damage Liability** | 4,000,000 | **any one occurrence** subject to the Products/ Completed Operations and the General Aggregate Limits |
| COVERAGE B - **Personal and Advertising Injury Liability** | 4,000,000 | **any one person or organization** subject to the General Aggregate Limit of Liability |
| RETAINED LIMIT | 10,000 | **any one occurrence or offense** |

**6. SCHEDULE OF UNDERLYING INSURANCE:**

| POLICY | LIMITS (000 omitted) | COVERAGE | COMPANY |
|---|---|---|---|
| SEE ENDORSEMENT CG D0 23 04 96 | | | |

**7.** On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:
SEE END. IL T8 01 01 01

**NAME AND ADDRESS OF AGENT OR BROKER:**
IMA INC
PO BOX 2992 BPG33
WICHITA KS 67201-2992

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

**CG T0 14 04 96**
**OFFICE:** RETAIL A&E

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER CA#0H64724 1-913-982-3650<br>IMA, Inc. (NE Kansas Division)<br><br>51 Corporate Woods<br>9393 W. 110th Street, Suite 600<br>Overland Park, KS 66210 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>GLMV Architecture, Inc.<br><br>1525 E. Douglas Avenue<br><br>Wichita, KS 67211 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: TRAVELERS IND CO OF AMER 25666<br>INSURER B: TRAVELERS IND CO OF CT 25682<br>INSURER C: TRAVELERS IND CO 25658<br>INSURER D: STANDARD FIRE INS CO 19070<br>INSURER E: ACE AMER INS CO 22667<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 38427057 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | | | 6807C028526TIA13 | 12/31/13 | 12/31/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] HIRED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] NON-OWNED AUTOS | | | BA6C18155913GRP | 12/31/13 | 12/31/14 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CUP007C031045 | 12/31/13 | 12/31/14 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | XCUB4014T76413 | 12/31/13 | 12/31/14 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Architects & Engineers<br>Professional Liability | | | EONG24576498004 | 12/31/13 | 12/31/14 | Each Claim<br>Policy Aggregate | 1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Joplin Public Safety Training Facility; 5102 N. Swede Lane, Joplin, MO
City of Joplin, MO is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

**CERTIFICATE HOLDER**

City of Joplin, MO

602 S. Main Street

Joplin, MO 64801 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GLMVArchitecture

# EXECUTIVE FEE PROPOSAL SUMMARY

**Proposal Date** December 23, 2013

JOPLIN PUBLIC SAFETY CENTER

GLMV PROJECT NO. 13061

Architect - Engineer Fixed Price Contract,

GLMV Architecture PREPARED BY: Ivan Veldhuizen

February 18, 2014

| | | |
|---|---|---|
| **PROGRAMMING PHASE** | | |
| TOTAL AMOUNT PROGRAMMING PHASE | $ | 32,676.49 |
| **PROJECT DESIGN** | | |
| TOTAL AMOUNT PROJECT DESIGN | $ | 166,186.62 |
| **CONSTRUCTION ADMINISTRATION** | | |
| TOTAL AMOUNT CONSTRUCTION ADMINISTRATION | $ | 100,850.68 |
| **TOTAL FEE for DESIGN, PROGRAMMING AND CONSTRUCTION ADMINSTRATION** | $ | 299,713.79 |

| | | |
|---|---|---|
| **ESTIMATED PROJECT EXPENSES** | | |
| **PROGRAMMING PHASE** | | |
| ESTIMATED EXPENSES | $ | 3,320.51 |
| **PROJECT DESIGN** | | |
| ESTIMATED EXPENSES | $ | 12,542.38 |
| **CONSTRUCTION ADMINISTRATION** | | |
| ESTIMATED EXPENSES | $ | 8,387.32 |
| **TOTAL ESTIMATED EXPENSES** | $ | 24,250.21 |

$ 323,964.00

COUNCIL BILL NO. 2016-606 ORDINANCE NO.

AN ORDINANCE approving a contract amendment with GLMV Architectural Firm for construction management services in the amount of Two Hundred Eighty-One Thousand One Hundred Sixty-Two and 00/100 Dollars ($281,162.00) providing how the cost shall be made and levied and containing an emergency clause.

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

Section 1. That the contract amendment with GLMV Architectural Firm for construction management services in the amount of Two Hundred Eighty-One Thousand One Hundred Sixty-Two and 00/100 Dollars ($281,162.00) in the same or substantially similar form, is hereby approved.

Section 2. That the Public Works Director is hereby authorized and directed to execute said Contract, in substantial conformance with the approved plans and specifications by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically this ordinance deals with a construction project that is time sensitive and needs to be started in the optimal construction season.

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

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Fire Training center building acquisitions Fund Account No. 001-6275-510-8005, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____
Leslie Haase, Finance Director