COUNCIL AGENDA
September 8, 2015
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Tom Wade, 103 Windsor, requests to address Council concerning the Golf Course - Member of the Joplin Golf Club.

   2. Request To Address Council
      Patrick O'Reilly, 115 Oliver Street, requests to address Council regarding the police policy,

   3. Request To Address Council
      Misty Pietrzak, 1902 Missouri, request to address Council regarding putting rails up in Ewert Park.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2015-265
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 300 feet west of the northwest corner of Zora Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-265 .PDF, COUNCIL BILL 2015-265.PDF, SUPPLEMENTAL CB 2015-265.PDF

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

      Documents: SUMMARY SHEET RES 2015-015 .PDF, RESOLUTION 2015-015.PDF, SUPPLEMENTAL RS 2015-015.PDF

   4. COUNCIL BILL NO. 2015-266
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3 property as described below and located at 711 South Rex Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2015-266 .PDF, COUNCIL BILL 2015-266.PDF, SUPPLEMENTAL CB 2015-266.PDF

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

   Documents: SUMMARY SHEET RES 2015-016 .PDF, RESOLUTION 2015-016.PDF, SUPPLEMENTAL RS 2015-016.PDF

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

   Documents: SUMMARY SHEET RES 2015-017 .PDF, RESOLUTION 2015-017.PDF, SUPPLEMENTAL RS 2015-017.PDF

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

   Documents: SUMMARY SHEET CB 2015-267 .PDF, COUNCIL BILL 2015-267.PDF, SUPPLEMENTAL CB 2015-267.PDF

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

   Documents: SUMMARY SHEET CB 2015-268 .PDF, COUNCIL BILL 2015-268.PDF, SUPPLEMENTAL CB 2015-268.PDF

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

   Documents: SUMMARY SHEET CB 2015-269.PDF, COUNCIL BILL 2015-269.PDF, SUPPLEMENTAL CB 2015-269.PDF

8. Consent Agenda

1. August 17 2015 City Council Minutes

   Documents: AUGUST 17 2015 MIN.PDF

2. August 24 2015 Special Council Meeting Minutes

   Documents: SP MTG AUG 24 2015 .PDF

3. COUNCIL BILL NO. 2015- 007

   AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

9. Resolutions

1. RESOLUTION 2015-014
   A RESOLUTION authorizing the filing of a Fifth Partial Action Plan with the U.S
   Department of Housing and Urban Development as required for use of the City of
   Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program
   (Round 2); and authorizing the City Manager to execute said Amendment for and on
   behalf of the City of Joplin.

   Documents: ATTACHMENT A.PDF, RESOLUTION NO 2015-014.PDF, SUMMARY SHEET.PDF

10. Ordinances - Emergency

1. COUNCIL BILL 2015-144
   AN ORDINANCE approving an agreement for Allgeier, Martin & Associates not to exceed Fifty Four Thousand and no/100 Dollars ($54,000.00) for Engineering Services Associated with the 2015 Street Resurfacing Project and containing an emergency clause.

   Documents: CB 2015 144 - RESURFACING ALLGEIER MARTIN.PDF, SUMMARY SHEET CB 2015-144 - RESURFACING.PDF, AMA RESURFACING 9-8-15.PDF

2. COUNCIL BILL NO. 2015-145
   AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area PublicTransit System (MAPS).

   Documents: SUMMARY SHEET CB 2015-145.PDF, COUNCIL BILL 2015-145.PDF, AGREEMENT CB 2015-145.PDF

3. COUNCIL BILL 2015-146
   AN ORDINANCE approving an agreement for Olsson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project and containing an emergency clause.

   Documents: 32ND STREET SCHFF TO CENTRAL CITY.PDF, SUMMARY SHEET CB 2015-146.PDF, CB 2015-146 OLSON - 32ND.PDF

4. COUNCIL BILL 2015-147
   AN ORDINANCE approving an agreement for JET Associates not to exceed Two Million and no/100 Dollars ($2,000,000.00) for Engineering Services Associated with the Main Street Improvements from 15th St. to 32nd Street Project and containing an emergency clause.

   Documents: SUMMARY SHEET CB 2015-147.PDF, CB 2015-147 JET - MAIN.PDF, MAIN 15TH TO 32ND AGREEMENT.PDF

5. COUNCIL BILL 2015-148
   AN ORDINANCE approving an agreement for JET Associates not to exceed Eight Hundred Ninety Nine Thousand and no/100 Dollars ($899,000.00) for Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project and containing an emergency clause.

Documents: CB 2015-148 JET - MAIN.PDF, SUMMARY SHEET CB 2015-148.PDF, AGREEMENT MAIN TO CONNECTICUT.PDF

6. COUNCIL BILL 2015-149
AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed One Million Fifty Thousand and no/100 Dollars ($1,050,000) for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Project and containing an emergency clause.

Documents: CB 2015-149 ANDERSON - 20TH.PDF, SUMMARY SHEET CB 2015-149.PDF, JOPLIN ENGR AGREE 20TH ST W REQD CLAUSES 9 2 15.PDF, JOPLIN ENGR WORK AUTH 20TH ST 8 12 15 EXHIBIT.PDF, JOPLIN ENGR WORK AUTH 20TH ST 8.27.15.PDF

7. COUNCIL BILL 2015-150
AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Three Hundred Eighty Seven Thousand and no/100 Dollars ($387,000.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 4th & School and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015- 1_TS0612.PDF, COMPLETE WORK AUTHORIZATION AMA - TSO612-1 DATED 07-09-2015.PDF, CB 2015 150 ALLGEIER 4TH SCHOOL.PDF, 4TH SCHOOL MAP.PDF

8. COUNCIL BILL 2015-151
AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Two Hundred Forty Eight Thousand and no/100 Dollars ($248,000.00) for Engineering Services Associated with the Sanitary Sewer System Repair Projects and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015- 151 SEWERREHAB-CONSULTING.PDF, CB 2015-151-SANITARY SEWER SYSTEM REPAIR.PDF, JOPLIN CLEANED SEWER LINES MAP.PDF, COMPLETE WORK AUTHORIZATION AMA-REHAB.PDF

9. COUNCIL BILL 2015-152
AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Seventy Three Thousand Five Hundred and no/100 Dollars ($73,500.00) for Engineering Services Associated with the NID III Sanitary Sewer Replacement Projects and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015- 152 NID-III.PDF, CB 2015-152 NID III.PDF, COMPLETE WORK AUTHORIZATION AMA-NIDIII.PDF, OPEN CUT MAP FOR CB.PDF

10. COUNCIL BILL 2015-153
AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Forty Nine Thousand Five Hundred and no/100 Dollars ($49,500.00) for Engineering Services Associated with the I-44 & Hwy 43 Sanitary Sewer Extension Project and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015- 153 I44 HWY43.PDF, CB 2015-152 NID III.PDF, COMPLETE WORK AUTHORIZATION AMA- I44HWY43.PDF, SAN-SEW-EXT- I-44 43 MAP.PDF

11. COUNCIL BILL 2015-154
AN ORDINANCE approving an agreement with Olsson Associates not to exceed Ninety Five Thousand Seven Hundred Sixty One and no/100 Dollars ($95,761.00) for Engineering Services Associated with the Storm Sewer

System Repair Project around 8th Street & Patterson Avenue and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015- 154.PDF, CB 2015 OLSSON 8TH PATTERSON.PDF, 8TH PATTERSON STORMWATER PROJECT.PDF, JOPLIN 8TH PATTERSON AGRMT.PDF

12. COUNCIL BILL 2015-365
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 801 W. C St. in the City of Joplin, Missouri, for the amount of Two Thousand Eight Hundred Ninety Nine and 00/100 Dollar (2,899.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: 801 W C STREET BID SHEET.PDF, CB 2015-365.PDF, PICTURES.PDF, SUMMARY CB 2015-365.PDF

13. COUNCIL BILL 2015-366
AN ORDINANCE approving by and between the City of Joplin and Sapp Design Associates of an amendment to a Design Agreement. The amendment is not to exceed amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for Level 2 Info-Tech and Low Voltage Systems services for the Economic Development Administration funded Library Project and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents: AMENDMENT 2015-366.PDF, CB 2015-366.PDF, SUMMARY 2015-366.PDF, CB 2015-351 ORIGINAL.PDF

14. COUNCIL BILL 2015-368
AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

Documents: 2013ESC_CHDO_NEWCONSTRUCTION_CONTRACT CB 2015-368.PDF, AMENDMENT TO AGREEMENT CB 2015-368.PDF, CB 2015-368.PDF, SUMMARY 2015-368.PDF

15. COUNCIL BILL 2015-369
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2014 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and ,containing an emergency clause.

Documents: CB 2015-369.PDF, JAHFH 14 AGREEMENT.PDF, SUMMARY 2015-369.PDF

11. Ordinances - First Reading

1. COUNCIL BILL 2015-620

AN ORDINANCE approving the applications of Historic Murphysburg Preservation, Inc., for Murphysburg Historic Home District Promotions; Carver Birthplace Association, for Carver Birthplace Promotions and 73rd Carver Day event, Wildcat Glades Conservation & Audubon Center, for Wildcat Glades Conservation & Audubon Center Promotions and Shoal Creek Water Festival & Wildcat Park Centennial; George A. Spiva Center for the

Arts, for PhotoSpiva 2016, Active Lifestyle Events, for Joplin Memorial Marathon; Rufus Racing, LLC, for Summer Roundup Triathlon; Joplin Trails Coalition, for 2016 Cycling Events (Route 66 Tour and Maple Leaf Tour); Joplin History & Mineral Museum, for Joplin Founding Fathers Day; Central Christian Center, for Joyful Hearts Conference; Joplin Disc Golf Club, for the 11th Annual Four States Open; 4-State Trucks/Chrome Shop Mafia, for Guilty By Association, Truck Show and Convoy, and MSSU Alumni Association, for Missouri Southern 2016 Homecoming for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents: JCVB FY16 GRANT FUNDING GREEN SHEET CB2015-620.PDF, JCVB FY16 GRANT FUNDING ORDINANCE CB2015-620.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2015-517
AN ORDINANCE approving the South Main Street Tax Increment Financing Plan, establishing a redevelopment area, designating RKS Development, LLC, as the developer of the Redevelopment Projects, approving a Tax Increment Financing Contract, and authorizing the City Manager to execute the Contract.

   Documents: CB 2015-517 SUMMARY SHEET SOUTH MAIN TIF PLAN DEVELOPER AND CONTRACT.PDF, CB 2015-517 ORDINANCE SOUTH MAIN TIF DEVELOPER TIF CONTRACT.PDF, SOUTH MAIN TIF PLAN FINAL.PDF, SOUTH MAIN TIF CONTRACT FINAL 8 10 15.PDF, FINAL JOPLIN BUT FOR REPORT 052715.PDF

2. COUNCIL BILL NO. 2015-524
AN ORDINANCE approving a Petition to Establish the South Main Street Community Improvement District, creating the South Main Street Community Improvement District, approving a Cooperative Agreement among the City of Joplin, Missouri, the South Main Street Community Improvement District, and RKS Development, LLC and authorizing the City Manager to execute the Agreement.

   Documents: CB 2015-524 SUMMARY SHEET SOUTH MAIN CID PETITION AND COOPERATIVE AGREEMENT.PDF, CB 2015-524 ORDINANCE SOUTH MAIN CID PETITION AND FORMING DISTRICT AND CID COOPERATIVE AGREEMENT.PDF, CID PETITION SOUTH MAIN FINAL.PDF, SOUTH MAIN CID COOPERATIVE AGREEMENT FINAL 8 10 15.PDF

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)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

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

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

Staff recommends approval of Case 020-15.

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

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

PUBLIC COMMENT:
None.

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

COUNCIL BILL NO. 2015-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 300 feet west of the northwest corner of Zora Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

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

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

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

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

APPLICANT: Boyd Enterprises

EXISTING CONDITIONS:

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

SITE CONTEXT:

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

FUTURE LAND USE:

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

TRANSPORTATION:

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

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

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

Staff recommends approval of Case 020-15.

ENCLOSURES:

Map.

RECEIVED 6-26-15

REZONING APPLICATION FORM

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

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

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

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

SURROUNDING LAND USE AND ZONING:

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

CHARACTER OF THE NEIGHBORHOOD: Rangeline commercial corridor

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

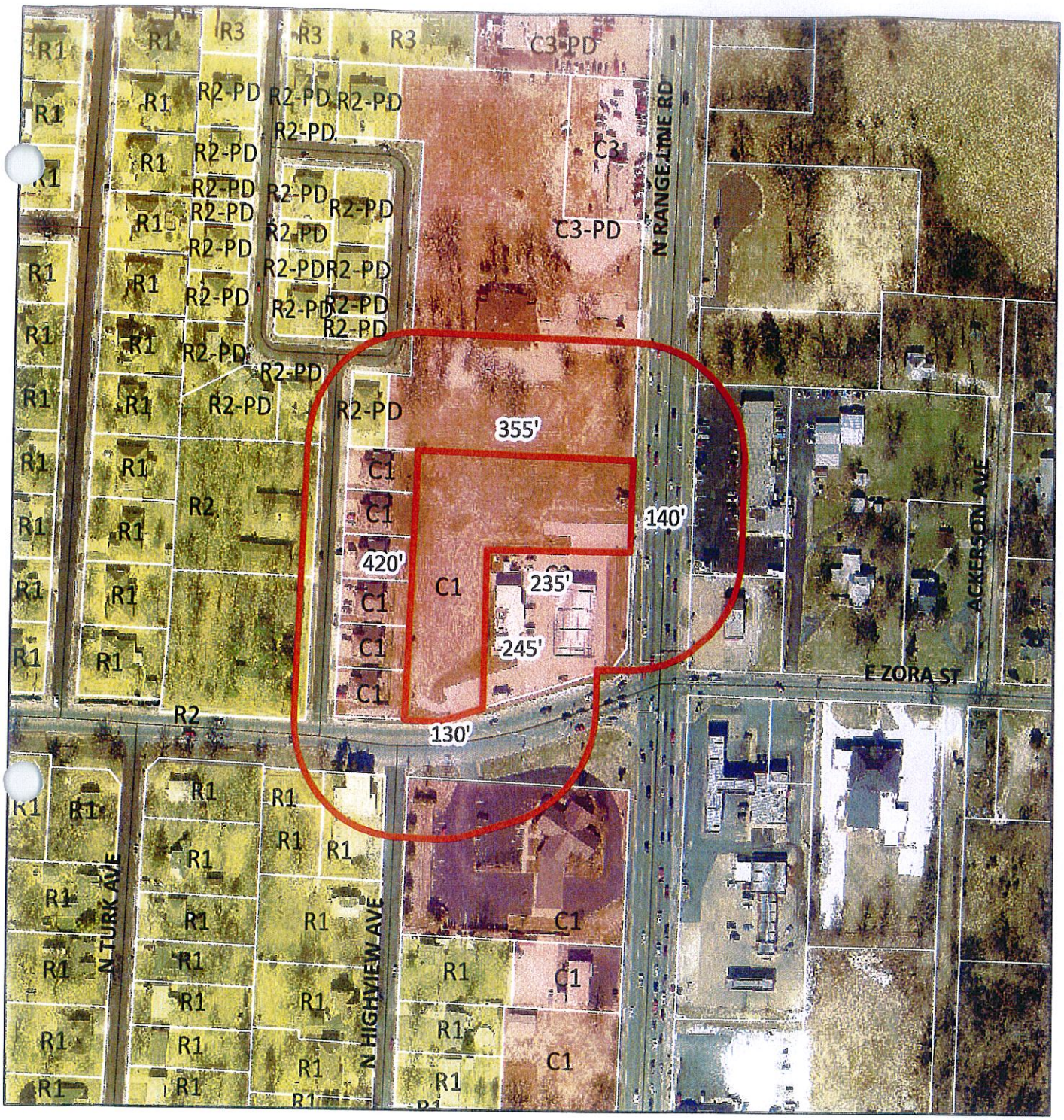
1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: None.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

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

BY: _____

TITLE: President



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

N

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

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

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

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

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

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 020-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: RESOLUTION NO. 2015-015
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

SUMMARY/REQUEST:
Case 021-15: 2815 South Jackson Avenue – A request for a Special Use Permit (first request) for the operation of a parking lot – S and J Land Company.

STAFF SUMMARY:
The applicant is requesting a permanent Special Use Permit to use the lot as a parking lot at 2815 South Jackson Avenue. This is to provide parking for the adjacent dermatologist's office. The site currently has no structures on it. The City of Joplin Zoning Code allows for parking lots in residential areas with a Special Use Permit.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to S and J Land Company for the use of 2815 South Jackson Avenue as a parking lot.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with the City of Joplin's Zoning Code.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gerald Norton, Tri-State Engineering, represented the owner, Dr. Towery. His practice has grown with additional staff and additional patients, with his existing parking lot being overcrowded. He would like additional parking on the property he owns just north of his existing facility.

PUBLIC COMMENT: None.

P & Z Case 021-15
S and J Land Company
(P & Z Recommended Approval for a permanent Special Use Permit)

RESOLUTION NO. 2015-015

A RESOLUTION granting a Special Use Permit (First Request) to S and J Land Company for the operation of a parking lot located at 2815 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 10, 2015, recommended that a Special Use Permit be granted for the operation of a parking lot located at 2815 South Jackson Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 8, 2015, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to S and J Land Company for the operation of a parking lot in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF LOT NUMBERED FIFTY-SEVEN (57) IN MOHASKA SUBDIVISION TO THE CITY OF JOPLIN, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 57, THENCE DUE SOUTH ALONG THE WEST LINE OF SAID LOT AND THE EAST LINE OF JACKSON AVENUE 120 FEET; THENCE NORTH 89°34' MINUTES EAST 189 FEET TO THE WEST LINE OF SERGEANT AVE; THENCE NORTH 6°52' WEST 122.23 FEET TO THE SOUTH LINE OF 28TH STREET AND THE NORTHEAST CORNER OF SAID LOT 57; THENCE SOUTH 89°07' WEST 174.36 FEET TO THE POINT OF BEGINNING.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to S and J Land Company for the use of 2815 South Jackson Avenue as a parking lot.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with the City of Joplin's Zoning Code.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to S and J Land Company in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 021-15: A request for a Special Use Permit (1st Request) for the operation of a parking lot.

LOCATION: 2815 S Jackson Ave

APPLICANT: S and J Land Company

REQUESTED USE: Parking Lot

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-family residential	Undeveloped	22,800 ft^2

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-O PD	C-O
Land Use	Single family residential	Single family residential	Dermatology Clinic	Offices

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Jackson Ave	Collector	55'

IS OFF STREET PARKING PROVIDED?

No. The requested use will provide parking.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

DISCUSSION:

The applicant is requesting a permanent Special Use Permit to use the lot as a parking lot at 2815 S Jackson Ave. This is to provide parking for the adjacent dermatologist's office. The site currently has no structures on it. The City of Joplin Zoning Code allows for parking lots in residential areas with a Special Use Permit.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to S and J Land Company for the use of 2816 S Jackson Ave as a parking lot.
2. The permit shall be permanent.
3. The parking lot shall be screened from residential areas using a landscape buffer in compliance with the City of Joplin Zoning Code's landscaping requirements.
4. The parking lot shall be dust-free in accordance with the City of Joplin's Zoning Code.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 021-15.

RECEIVED
7-2-15

SPECIAL USE PERMIT APPLICATION

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.: 021-15
Filing Fee: $ 350.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 8-11-15

APPLICANT: S and J Land Company PHONE: 417-624-0440

ADDRESS: 2829 S Jackson Ave Joplin Mo EMAIL: dstoney@gmail.com

OWNER: S and J Land Company PHONE: 417-624-0440

ADDRESS: 2829 S Jackson Ave Joplin Mo EMAIL: dstoney@gmail.com

LOCATION OF PROPERTY: East Side Jackson 200 feet South 28TH Street

LEGAL DESCRIPTION: See Attached

PRESENT ZONING CLASSIFICATION: _____ ACREAGE: 0.55 A.

PRESENT USE OF PROPERTY: Vacant

PROPOSED LAND USE ACTIVITY: Parking Lot Extension

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Single Family Residence	R1
South	Doctors Office	O-PD
East	vacant, Single Family	R1
West	Skilled Nursing Facility	R1

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	X	
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. X ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes __ No X
If Yes, what length of time? _____

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

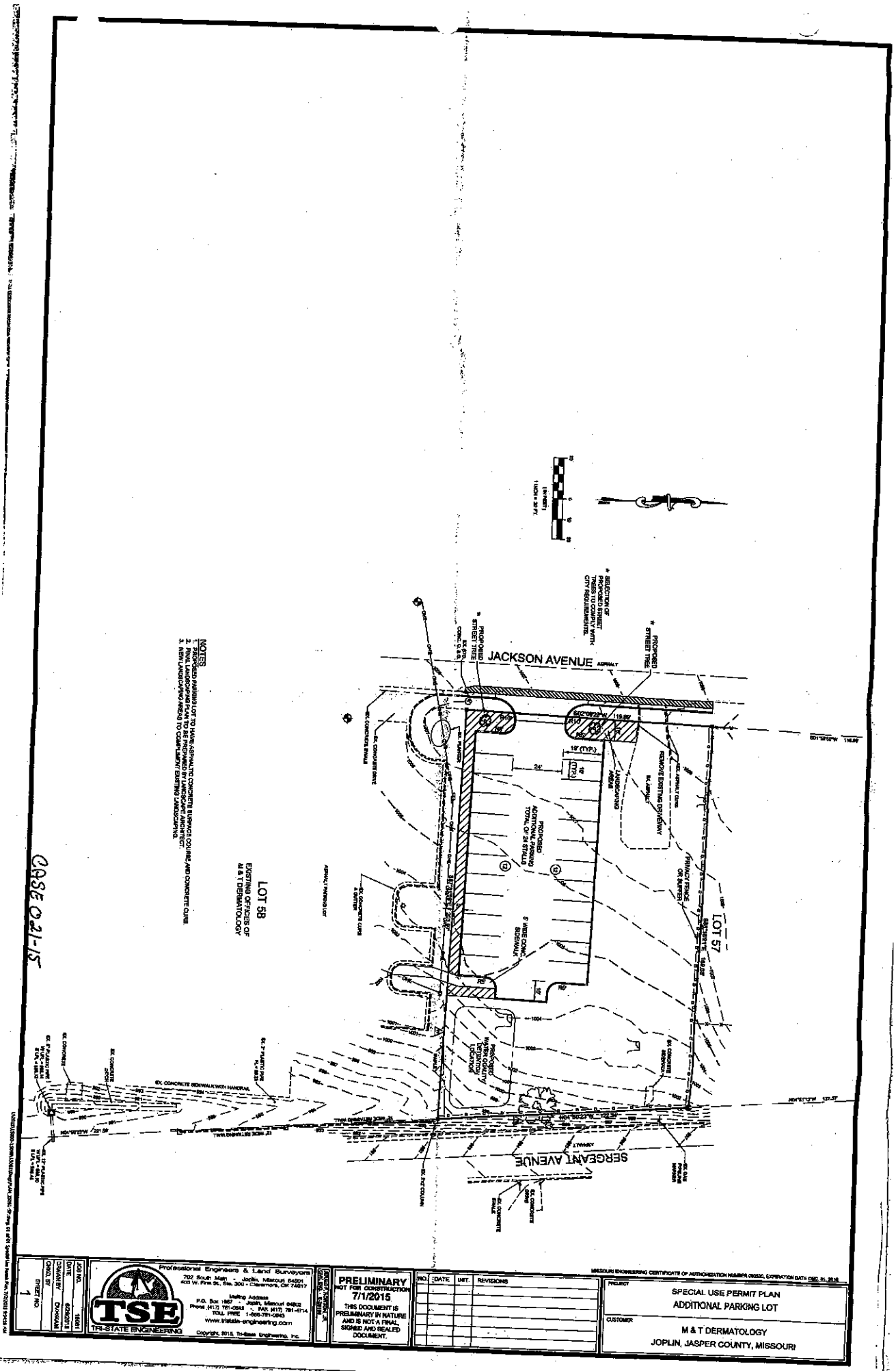
X The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. M, W, Th- 8-5. Tues 7-4, Fri 8-12
2. Days of Operation. M - F
3. Number of Off-street Parking Spaces. NONE
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) NONE anticipated except ID as a private lot
5. Number of Assistants or employees. 21
6. Nature of the Business. Medical
7. Location of the Business. 2829 Jackson Avenue

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

X SIGNATURE: Derek Towery DATE: 6/29/15

BY: DEREK TOWERY TITLE: OWNER



CASE 0-21-15

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. Pine St., Ste. 300 - Clarkson, GA 74017
Mailing Address
P.O. Box 1827 - Joplin, Missouri 64802
Phone (417) 781-0848 - FAX (417) 781-4714
TOLL FREE 1-866-781-0848
www.tristate-engineering.com
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TSE
TRI-STATE ENGINEERING

PRELIMINARY
NOT FOR CONSTRUCTION
7/1/2015
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

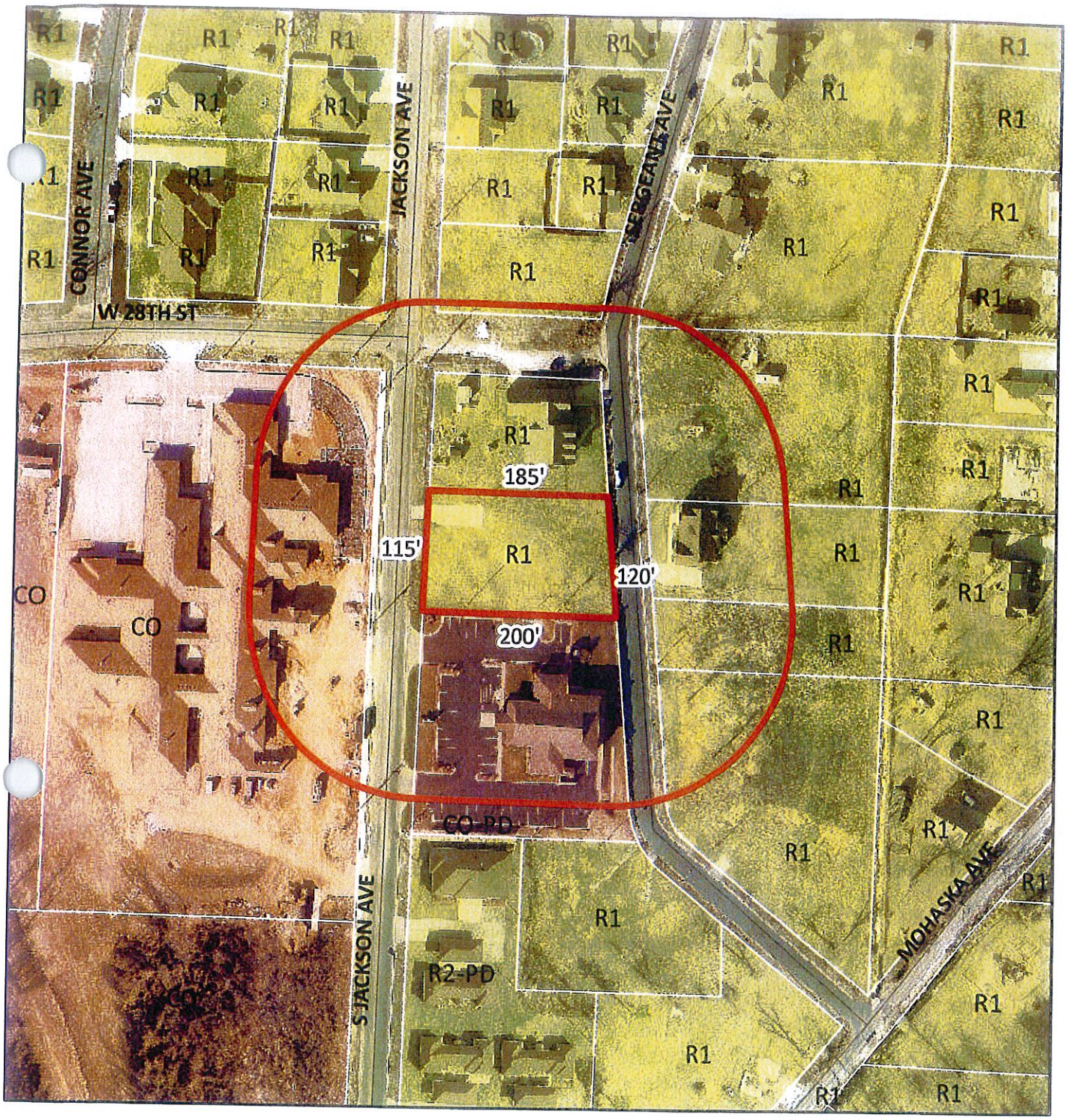
NO.	DATE	INIT.	REVISIONS

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000330, EXPIRATION DATE DEC. 31, 2016

PROJECT: SPECIAL USE PERMIT PLAN
ADDITIONAL PARKING LOT

CUSTOMER: M & T DERMATOLOGY
JOPLIN, JASPER COUNTY, MISSOURI

JOB NO.	15051
DATE	6/29/2015
DRAWN BY	DWHAM
CHKD. BY	
SHEET NO.	1



Case 021-15:2815 S Jackson Avenue – A request for a Special Use Permit (1st request) for the operation of a parking lot – S and J Land Company.

N

Case 021-15: 2815 South Jackson Avenue – A request for a Special Use Permit (first request) for the operation of a parking lot – S and J Land Company.

Mr. Eastman opened the public hearing for Case 021-15.

Mr. Gerald Norton, Tri-State Engineering, 702 Main Street, Joplin, appeared representing the owner, Dr. Towery. His practice has grown with additional staff and additional patients, with his existing parking lot being overcrowded. He would like additional parking on the property he owns just north of his existing facility.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 021-15.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 021-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO S AND J LAND COMPANY, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

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

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

Staff recommends approval of Case 022-15.

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

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

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

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

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

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

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

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

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

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

PUBLIC COMMENT:
Comments were received from the following:

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

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

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

COUNCIL BILL NO. 2015-266 ORDINANCE NO.

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

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

LOCATION: 711 S Rex Ave

APPLICANT: The Rental Store

EXISTING CONDITIONS:

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

SITE CONTEXT:

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

FUTURE LAND USE:

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

TRANSPORTATION:

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

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

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

Staff recommends approval of Case 022-15.

ENCLOSURES:

Map, Site Plan, Floor Plan

REZONING APPLICATION FORM

RECEIVED 7-6-15

Return Form to:

For Office Use Only

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

Case No.: 022-15
Filing Fee: $ 350.00
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: 8-11-15

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

SURROUNDING LAND USE AND ZONING:

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

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

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

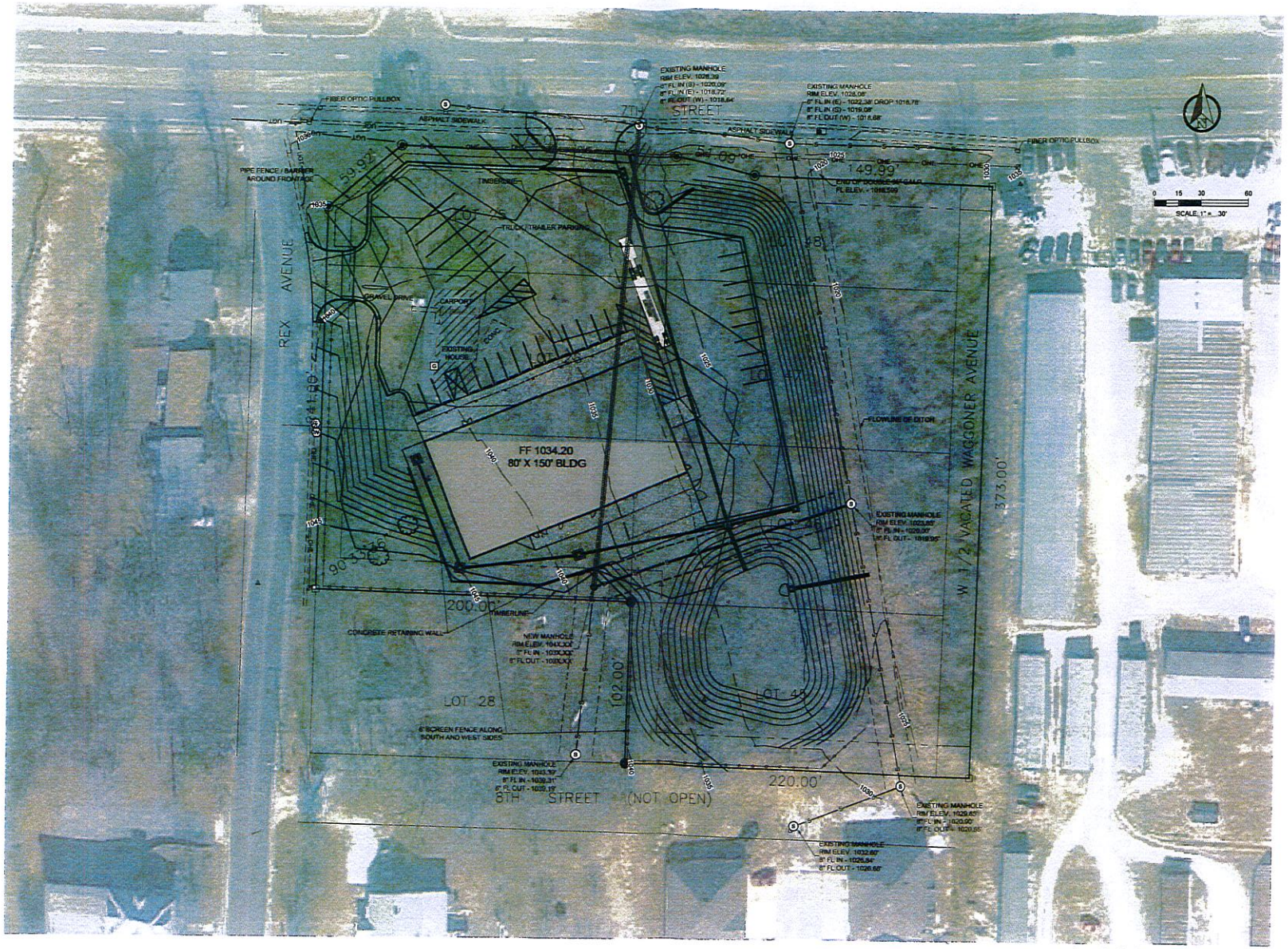
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

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

SIGNATURE: Meghan Jeffries DATE: 7/6/15

BY: Jared Jeffries / Meghan Jeffries

TITLE: owners



CASE 022-15

SMALL ARROW ENGINEERING, LLC
216 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@small-arrow.com

SMALL ARROW ENGINEERING, LLC
CERTIFICATES OF AUTHOREATION:
MISSOURI 6-2010013447
KANSAS No. E-1930
OKLAHOMA No. 5937
ARKANSAS No. 2097

REVISIONS

NO	DATE	DESCRIPTION

This drawing and the ideas and designs incorporated herein, as an instrument of service is the property of Small Arrow Engineering, LLC and is not to be used in whole or in part, in any form or medium whatsoever, for any purpose whatsoever without the written permission of Small Arrow Engineering, LLC.
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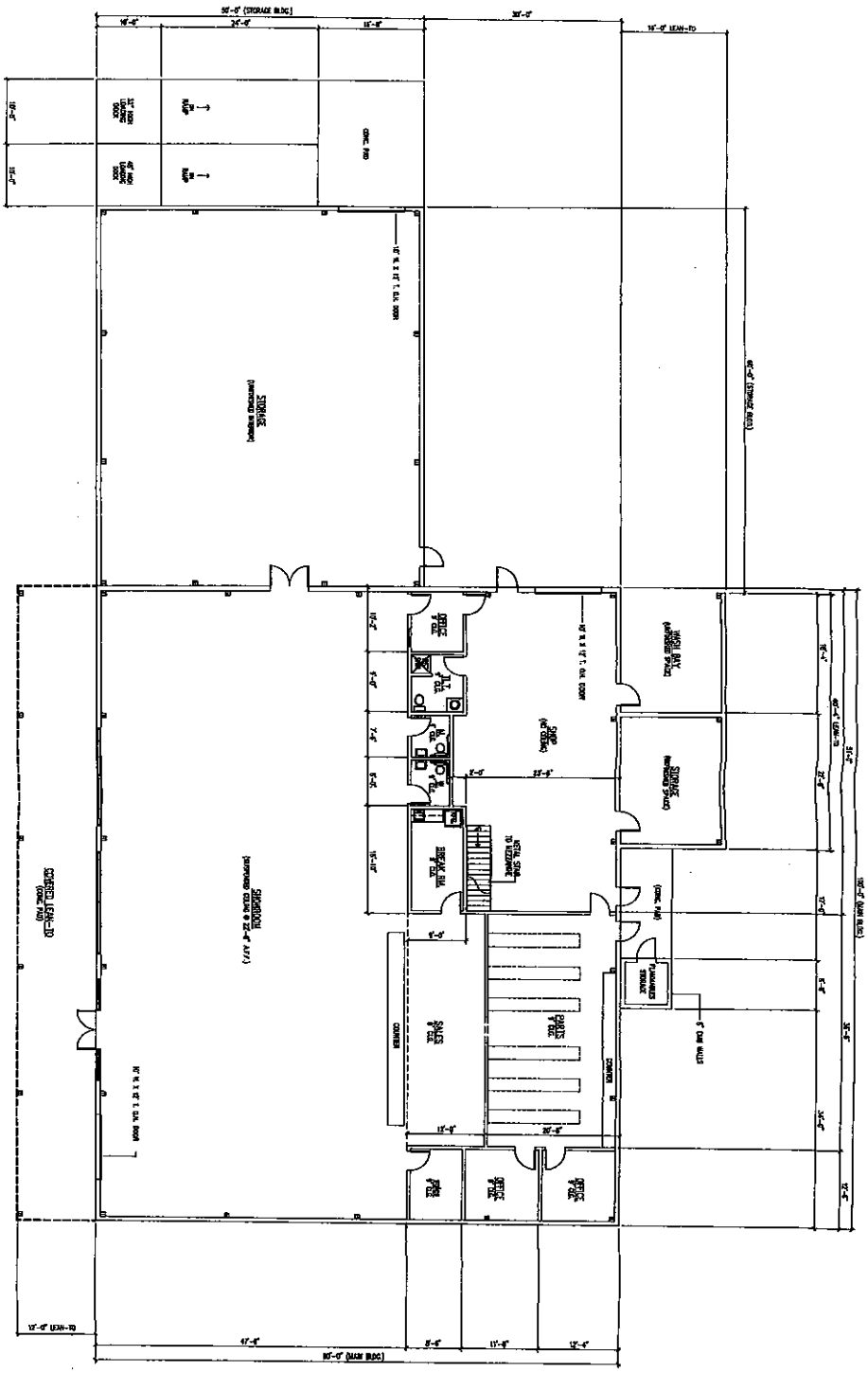
THE RENTAL STORE
JARED & MEGHAN JEFFRIES
711 REX AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
PRELIMINARY SITE PLAN

NOT FOR CONSTRUCTION

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

SURVEY BY: MJ SURVEY
DRAWN: TED CHKD: JHB
SCALE: 1"=30'
PROJECT #: 15019
DWG: SITE PLAN.dwg
DATE: 08/04/15

PROJECT: THE RENTAL STORE
SHEET DESC: PRELIM. SITE PLAN
SHEET: 1 OF: 1



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

N

CASE 022-15

A New Sales & Service Facility For

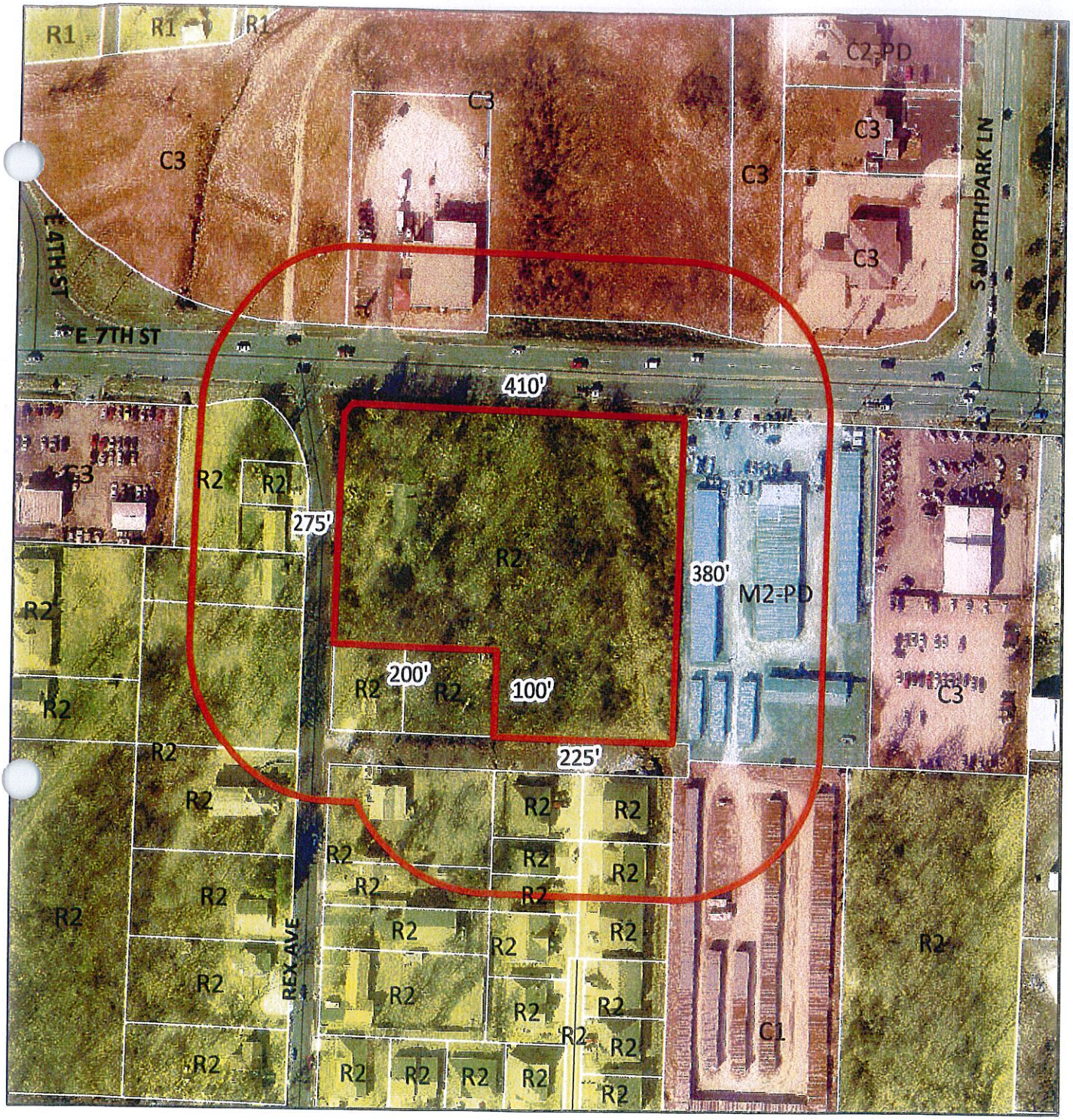
The Rental Store of Joplin, L.L.C.

Joplin, Missouri

DATE:	MAY 2015
APPR'D BY:	
BY:	E.C.
DESCRIPTION:	FLOOR PLAN
DRAWING NO.	A1

Design Professionals Group
Ed Clemmons Jr.
Certified Professional Building Designer
National Council of Building Designer Certification

Designers Unlimited & Associates



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

N

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

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

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

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

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

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

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

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

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

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

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

Mr. Eastman asked for comments from the audience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 022-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: RESOLUTION NO. 2015-016
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

SUMMARY/REQUEST:
Case 023-15: 3405 South Hammons Boulevard – A request for a Special Use Permit (first request) for the Outdoor Recreation and Entertainment – Victory Ministry and Sports Complex.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit (First Request) to create an outdoor archery range and walking trail. This requires a Special Use Permit regardless of the zoning classification. There will be nine lanes with three dimensional targets for archery practice. This will be a walking range.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Victory Ministries and Sports Complex for the operation of an archery range (Outdoor Recreation and Entertainment).
2. The permit shall be permanent.
3. All safety requirements outlined by the National Field Archery Association for 3-D targets shall be followed.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jef Frost represented Victory Ministries and Sports Complex. They propose a walking track for a 3-D archery range in cooperation with Outback Archery due to local interest.

PUBLIC COMMENT: None.

P & Z Case 023-15
Victory Ministries
(P & Z Recommended Approval for a permanent Special Use Permit)

RESOLUTION NO. 2015-016

A RESOLUTION granting a Special Use Permit (First Request) to Victory Ministries and Sports Complex for the operation of outdoor recreation and entertainment located at 3405 South Hammons Boulevard, in the City of Joplin, Newton County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 10, 2015, recommended that a Special Use Permit be granted for the operation of outdoor recreation and entertainment located at 3405 South Hammons Boulevard, in the City of Joplin, Newton County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 8, 2015, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Victory Ministries and Sports Complex for the operation of outdoor recreation and entertainment in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL THAT PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, NEWTON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER OF SAID SECTION 19; THENCE SOUTH 01°28’21’ WEST, 40 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 32ND STREET (AKA – “FF HIGHWAY); THENCE NORTH 88°31’39’ WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 437.38 FEET; THENCE SOUTH 50°51’33” EAST LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING PARALLEL WITH AND 60 FEET FROM THE CENTERLINE OF THE KANSAS CITY SOUTHERN RAILROAD, 658.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50°51’33” EAST, 1565.53 FEET; THENCE SOUTH 01°25’14” WEST, 141 FEET; THENCE SOUTH 67°06’03” WEST, 837.80 FEET, THENCE SOUTH 05°14’28” WEST, 169.92 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5204.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°21’45” WEST, 1052.75 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 1054.55 FEET; THENCE NORTH 01°33’52” WEST, 823.93 FEET; THENCE SOUTH 88°27’34” WEST, 143.49 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1205.54 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 24°24’41” WEST, 1252.83 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF1317.41 FEET; THENCE SOUTH 88°25’45” EAST, 1269.44 FEET TO THE POINT OF BEGINNING.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Victory Ministries and Sports Complex for the operation of an archery range (Outdoor Recreation and Entertainment).

2. The permit shall be permanent.

3. All safety requirements outlined by the National Field Archery Association for 3-D targets shall be followed.

4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

5. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Victory Ministries and Sports Complex in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 023-15: A request for a Special Use Permit (1st Request) for Outdoor Recreation and Entertainment.

LOCATION: 3405 S Hammons Boulevard

APPLICANT: Victory Ministry and Sports Complex

REQUESTED USE: Outdoor Recreation and Entertainment (Archery Range)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-family residential	Undeveloped	22,800 ft²

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	M-2	C-3	C-3
Land Use	Commercial	Protein Solutions, LLC.	Commercial	Sam's Club

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Hammons Boulevard	Secondary	50'

IS OFF STREET PARKING PROVIDED?

Yes.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

DISCUSSION:

The applicant is requesting a Special Use Permit (1st Request) to create an outdoor archery range and walking trail. This requires a Special Use Permit regardless of the zoning classification. There will be nine lanes with three dimensional targets for archery practice. This will be a walking range.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Victory Ministries and Sports Complex for the operation of an archery range (Outdoor Recreation and Entertainment).
2. The permit shall be permanent.
3. All safety requirements outlined by the National Field Archery Association for 3-D targets shall be followed.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 023-15.

RECEIVED 7-8-15

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 023-15
Filing Fee: 350.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 8-11-15

Return Form To:
Planning and Community Development Manager
City of Joplin
602 South Main Street
Joplin, MO 64801
417-624-0820 Ext. 511
FAX 417-625-4738

APPLICANT: Victory Ministry & Sports Complex PHONE: 417-206-6886

ADDRESS: 3405 S. Hammons Blvd. ZIP: 64804

~~OWNER~~ CEO Jack Frost PHONE: 417-439-5700

ADDRESS: 15 Quail Ridge ZIP: 64804

LOCATION OF PROPERTY: S.E. Joplin

LEGAL DESCRIPTION: (See attached)

PRESENT ZONING CLASSIFICATION: C-3 ACREAGE: 59.5

PRESENT USE OF PROPERTY: Sports and ministry

PROPOSED LAND USE ACTIVITY: Archery Range (Walking Trail with 3D targets)

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	open / Commercial / 32nd St.	C-3
South	open / I-44	C-3
East	Rail Road	M-2
West	open / Convention Center	C-3

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.		✓

	Yes	No
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	✓	
3. Is found to be generally compatible with the neighborhood in which it is proposed.	✓	
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	✓	
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	✓	
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	✓	

Should this special use be valid only for a specific time period? Yes _____ No ✓

If Yes, what length of time? _____

SIGNATURE: _____ DATE: 7-8-15

BY: Jack E. Frost TITLE: CEO

Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Ten copies of a site plan (drawn to a scale of 100 feet or less; the inch) that meets all ordinance requirements for the property on which the use is to be located, showing:
   a) structures
   b) boundary lines with dimensions and bearings,
   c) streets,
   d) easements,
   e) parking lot layout,
   f) internal traffic flow,
   g) points of ingress/egress,
   h) landscaping,
   i) setbacks, and
   j) detention, if required.

[Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.]

Victory Ministry and Sports Complex – 3D archery range / walking trail.

1. Hours of Operation (8am-9pm) most likely afternoons and evening hours only for the range
2. Days of Operation (Monday Thru Saturday possible) most likely 2 days per week for the range
3. Number of Off-street Parking Places (250)
4. Signs
   - "all participants must check in before entry"
   - Signs at each "lane" similar to a golf course tee-box
5. Number of Assistants or Employees
   a. 5 full-time, 15 part-time,
6. Nature of the Business
   a. Sports Ministry
7. Location of the Business
   a. Victory Ministry and Sports Complex 3405 S. Hammons Blvd. Joplin, Mo. 64804



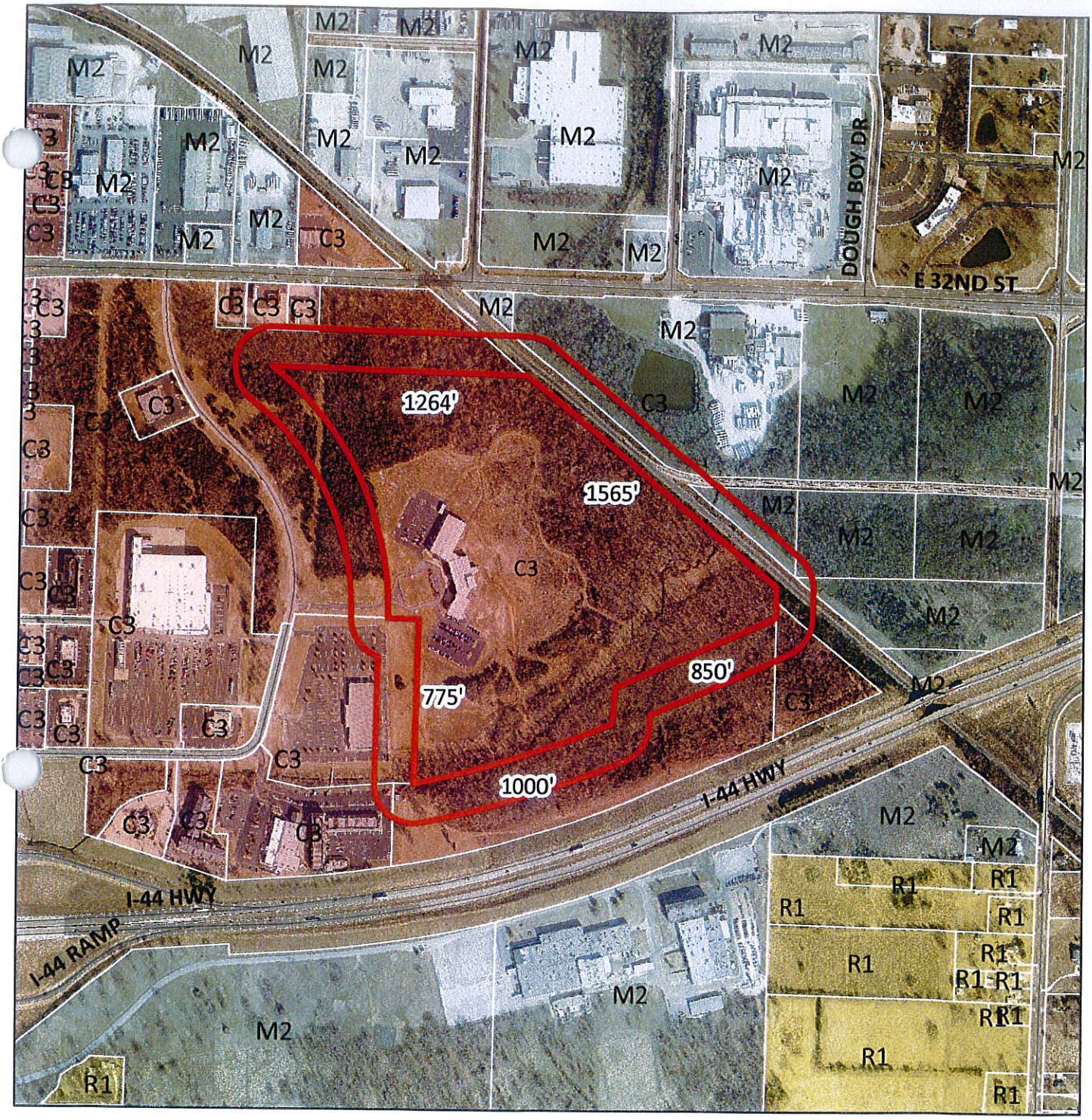
Victory Ministry and Sports Complex – 3D archery range / walking trail.

Proposed use:

VMSC in partnership with Outback Archery Joplin, propose:

The development, maintenance and use of a walking 3 dimensional target archery practice range.

Similar in design and setup to a 9 hole executive golf course. VMSC has 59 acres available for this use within the city limits of Joplin. A walking, running path already exists and would be very easily added to for the above proposed use. Various types of targets would be used: deer, bear, wild boar, mountain lion etc. The use of the range would incur a charge at the front desk of VMSC along with all patrons signing and completing a "use waiver". Patrons under the age of 18 would have to be accompanied by parent or guardian. Also patrons using the path for running / walking would also have to check in for safety reasons. Also the location and situation of the 10 "lanes" will add to the safety or the proposal due to no structures, or residences being close by. Various types of archery equipment would be able to be used, and various safety and warning signage would be utilized. The closest easement to the proposed property would be that of the Railroad, we believe that it would also pose no danger to the railroad due to the distance that the targets and lanes would be from it. No traffic conditions would be affected due to there being no roads. The benefits for the city would be to have a place where archery enthusiasts could come and practice outdoors archery in a more real setting, the possibility of holding tournaments, which could draw visitors from the area and could result in hotel stays, restaurant use, fuel use and retailer needs.



0 0.225 0.45 0.9 Miles

Case 023-15: 3405 S Hammons Boulevard – A request for a Special Use Permit (1st request) for the Outdoor Recreation and Entertainment – Victory Ministry and Sports Complex.

N

Case 023-15: 3405 South Hammons Boulevard – A request for a Special Use Permit (first request) for the Outdoor Recreation and Entertainment – Victory Ministries and Sports Complex.

Mr. Eastman opened the public hearing for Case 023-15.

Mr. Jef Frost, 15 Quail Ridge, Joplin, appeared representing Victory Ministries and Sports Complex. They propose a walking track for a 3-D archery range in cooperation with Outback Archery due to local interest.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 023-15.

MR. DERMOTT MOVED, SECONDED BY MR. SMITH, THAT CASE 023-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO VICTORY MINISTRIES AND SPORTS COMPLEX, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: RESOLUTION NO. 2015-017
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

Recommended Action: Planning and Zoning Commission recommended approval for a five-year Special Use Permit by a vote of "4 in favor, 3 absent"

SUMMARY/REQUEST:
Case 024-15: 1209 South Main Street – A request for a Special Use Permit (first request) for the operation of an Open Air Market – Laverne Miller Trust.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit (First Request) to create an open-air market that will sell produce as well as homemade crafts from accepted vendors. The Joplin Flea Market will be filling in the lot in order to accommodate individual vendors on-site. There will be parking on the south and east sides of the lot, which have a minimum requirement of chip-and-seal in order to be dust free.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to the Laverne Miller Trust for the operation of an Open Air Market.
2. The permit shall be for five years, renewable in September 2020.
3. Any parking on the site shall be dust free.
4. Business hours should be restricted to 6 a.m. to 6 p.m., Monday through Friday.
5. All regulations as stated in the Joplin Food Code (sections 9-101.10 - 9-101.14) shall be followed at all times.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Harless represented the Laverne Miller Trust. They propose an open-air market at 1209 Main Street where the green Shanks building was demolished in anticipation of having something new at that location. The open-air market would be complementary to the Joplin Flea Market immediately to the east.

Mr. Eastman asked Mr. Harless about the hours of operation. He replied 8:00 a.m. to 4:00 p.m. on Monday, Tuesday, and Wednesday, or on Tuesday, Wednesday, and Thursday. The open-air market would be closed during the weekends when the flea market is in operation. The open-air market would attract business to the area.

Mr. Eastman asked if tents or what type of structures would be used, and Mr. Harless replied basically tents. Grass will be planted in this area, with a chip-and-seal parking area. He has a plot plan of the proposed development.

Mr. Bolander stated dust-proofing is required for parking and loading areas with a minimum chip-and-seal surface.

Mr. Smith asked if there is a certain time the operation would need to stop. Mr. Bolander stated the City Code contains general nuisance and noise limitations but stated this commission has the ability to restrict the hours of operation in the Special Use Permit itself.

Mr. Smith thought about operating hours of 8:00 a.m. to 6:00 p.m. or 6:00 a.m. to 6:00 p.m. Mr. Harless thought the latest time the market would stay open would be 5:00 p.m. to capture business from those visiting after work. The vendors would like to sell from this location during the week instead of selling their merchandise in other areas.

Mr. Smith asked about the operating hours for the Joplin Flea Market, and Mr. Harless replied from 8:00 a.m. to 5:00 p.m. on Saturdays and Sundays.

Mr. Eastman asked if the open-air market would be year-round or seasonal, and Mr. Harless replied possibly year-round depending on the weather.

PUBLIC COMMENT:
None.

P & Z Case 024-15
Laverne Miller Trust
(P & Z Recommended Approval for a five-year Special Use Permit)

RESOLUTION NO. 2015-017

A RESOLUTION granting a Special Use Permit (First Request) to the Laverne Miller Trust for the operation of an open air market located at 1209 South Main Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 10, 2015, recommended that a Special Use Permit be granted for the operation of an open air market located at 1209 South Main Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 8, 2015, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to the Laverne Miller Trust for the operation of an open air market in the City of Joplin, Missouri, on the following described real estate, to-wit:

THE SOUTH 214 FEET OF THE FOLLOWING: COX'S 7TH ADDITION LOTS 1-6 INCLUDING BLOCK 1 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to the Laverne Miller Trust for the operation of an Open Air Market.
2. The permit shall be for five years, renewable in September 2020.
3. Any parking on the site shall be dust free.
4. Business hours should be restricted to 6 a.m. to 6 p.m., Monday through Friday.
5. All regulations as stated in the Joplin Food Code (sections 9-101.10 - 9-101.14) shall be followed at all times.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of

Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to the Laverne Miller Trust in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 024-15: A request for a Special Use Permit (1st Request) for an Open Air Market.

LOCATION: 1209 S Main Street

APPLICANT: Laverne Miller Trust

REQUESTED USE: Open Air Market

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-family residential	Undeveloped	22,800 ft^2

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-2	M-2	C-2	C-2
Land Use	Commercial	Joplin Flea Market	Commercial	Commercial

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Main Street	Arterial	80'
Markwardt Street	Secondary	50'

IS OFF STREET PARKING PROVIDED?

Yes.

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

DISCUSSION:

The applicant is requesting a Special Use Permit (1st Request) to create an open-air market that will sell produce as well as homemade crafts from accepted vendors. The Joplin Flea Market will be filling in the lot in order to accommodate individual vendors on-site. There will be parking on the south and east sides of the lot, which have a minimum requirement of chip-and-seal in order to be dust free.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to the Laverne Miller Trust for the operation of an Open Air Market.
2. The permit shall be for five years, renewable in September 2020.
3. Any parking on the site shall be dust free.
4. Business hours should be restricted to 6 a.m. to 6 p.m., Monday through Friday.
5. All regulations as stated in the Joplin Food Code (sections 9-101.10 - 9-101.14) shall be followed at all times.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 024-15.

RECEIVED 7-13-15

SPECIAL USE PERMIT APPLICATION

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.: 024-15
Filing Fee: $ 350.00
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: 8-11-15

APPLICANT: LAUGHNE Miller Trust PHONE: 417 623 3743

ADDRESS: 216 E. 12th ZIP: 64801

OWNER: LAUGHNS Miller Trust PHONE: 417 623 3743

ADDRESS: 216 E 12th ZIP: 64801

LOCATION OF PROPERTY: 1209 S Main St.

LEGAL DESCRIPTION: THE South 214' OF THE Following Cox's 7th Lots 1-6 INC BLK 1, City of Joplin, Jasper County, MO

PRESENT ZONING CLASSIFICATION: COMMERCIAL ACREAGE: _____

PRESENT USE OF PROPERTY: VACANT LAND

PROPOSED LAND USE ACTIVITY: OPEN AIR MARKET

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	MAJOR STOP TATTOO SHOP	COMMERCIAL C-2
South		
East	FLEA MARKET	COMMERCIAL C-2
West		COMMERCIAL C-2

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☒	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☒	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☒	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☒	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☒	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☒	☐

Should this special use be valid only for a specific time period? Yes ☒ No ☐

If Yes, what length of time? 5 yrs

SIGNATURE: LaVerne Mutte Trust DATE: 7/13/15

BY: _____ TITLE: Trustee

Attachments Required:

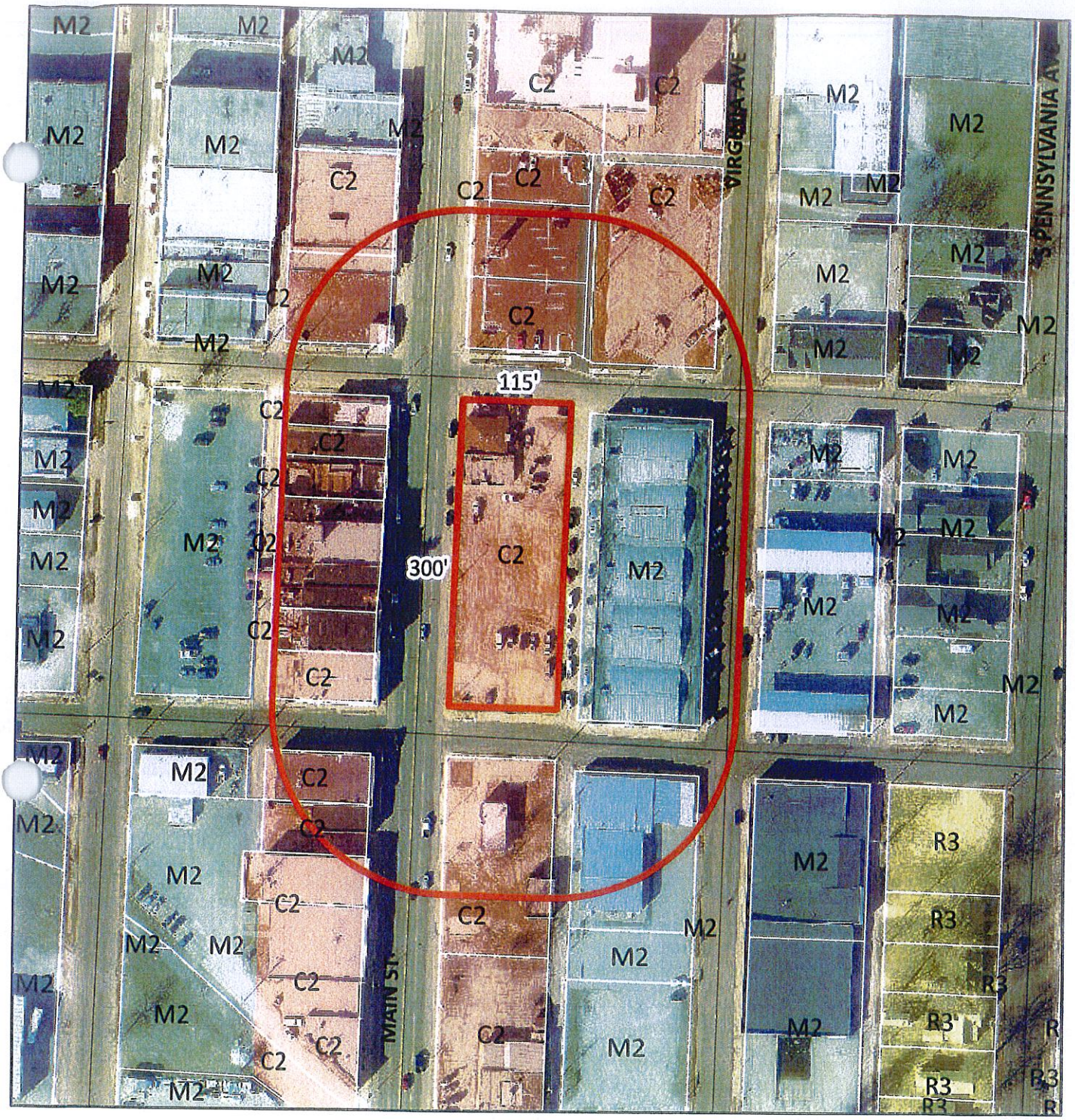
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 9 a.m. - 6 p.m.
2. Days of Operation. Monday - Friday
3. Number of Off-street Parking Spaces. _____
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) Will put a sign on the property
5. Number of Assistants or employees. 4
6. Nature of the Business. Open air market
7. Location of the Business. 1209 S Main

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

This open air market to be located at 1209 Main will provide a space to venders to display and sell farm produce and crafts to the general public. The Lavern Miller Trust owns the surrounding properties and this permit will enhance those activities of the Joplin Flea Market. The flea market currently has a staff of four to work with their existing vendors and the new vendors this permit will allow. The city and its citizens will benefit from a central location where growers can sell their produce and sales tax will be collected. By being open 5 days a week in a central location, it will better service our citizens.



Case 024-15: 1209 S Main Street – A request for a Special Use Permit (1st request) for the operation of an Open Air Market – Laverne Miller Trust.

N

Case 024-15: 1209 South Main Street – A request for a Special Use Permit (first request) for the operation of an Open Air Market – Laverne Miller Trust.

Mr. Eastman opened the public hearing for Case 024-15.

Mr. Steve Harless, 2161 Nashville Street, Joplin, appeared representing the Laverne Miller Trust. They propose an open-air market at 1209 Main Street where the green Shanks building was demolished in anticipation of having something new at that location. The open-air market would be complementary to the Joplin Flea Market immediately to the east.

Mr. Eastman asked Mr. Harless about the hours of operation. He replied 8:00 a.m. to 4:00 p.m. on Monday, Tuesday, and Wednesday, or on Tuesday, Wednesday, and Thursday. The open-air market would be closed during the weekends when the flea market is in operation. The open-air market would attract business to the area.

Mr. Eastman asked if tents or what type of structures would be used, and Mr. Harless replied basically tents. Grass will be planted in this area, with a chip-and-seal parking area. He has a plot plan of the proposed development.

Mr. Bolander stated dust-proofing is required for parking and loading areas with a minimum chip-and-seal surface.

Mr. Smith asked if there is a certain time the operation would need to stop. Mr. Bolander stated the City Code contains general nuisance and noise limitations but stated this commission has the ability to restrict the hours of operation in the Special Use Permit itself.

Mr. Smith thought about operating hours of 8:00 a.m. to 6:00 p.m. or 6:00 a.m. to 6:00 p.m. Mr. Harless thought the latest time the market would stay open would be 5:00 p.m. to capture business from those visiting after work. The vendors would like to sell from this location during the week instead of selling their merchandise in other areas.

Mr. Smith asked about the operating hours for the Joplin Flea Market, and Mr. Harless replied from 8:00 a.m. to 5:00 p.m. on Saturdays and Sundays.

Mr. Eastman asked if the open-air market would be year-round or seasonal, and Mr. Harless replied possibly year-round depending on the weather.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 024-15.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 024-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A FIVE-YEAR SPECIAL USE PERMIT TO BE ISSUED TO THE LAVERNE MILLER TRUST, WITH THE HOURS OF OPERATION BEING RESTRICTED FROM 6:00 A.M. TO 6:00 P.M., BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

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

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

Staff recommends approval of Case 025-15.

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

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

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

PUBLIC COMMENT:
None.

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

COUNCIL BILL NO. 2015-267 ORDINANCE NO.

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

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

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

ALL OF LOTS NUMBERED SIXTY-SEVEN (67) AND SIXTY-EIGHT (68) IN LUDWIG'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; AND ALL THAT PART OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS 67 AND 68 IN LUDWIG'S FIRST ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

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

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

APPLICANT: City of Joplin

EXISTING CONDITIONS:

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

SITE CONTEXT:

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

FUTURE LAND USE:

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

TRANSPORTATION:

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

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

RESTRICTED

Billboards are not permitted in residential zoning designations.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

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

Staff recommends approval of Case 025-15.

ENCLOSURES:

Map

REZONING APPLICATION FORM

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

For Office Use Only

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

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

SURROUNDING LAND USE AND ZONING:

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

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

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

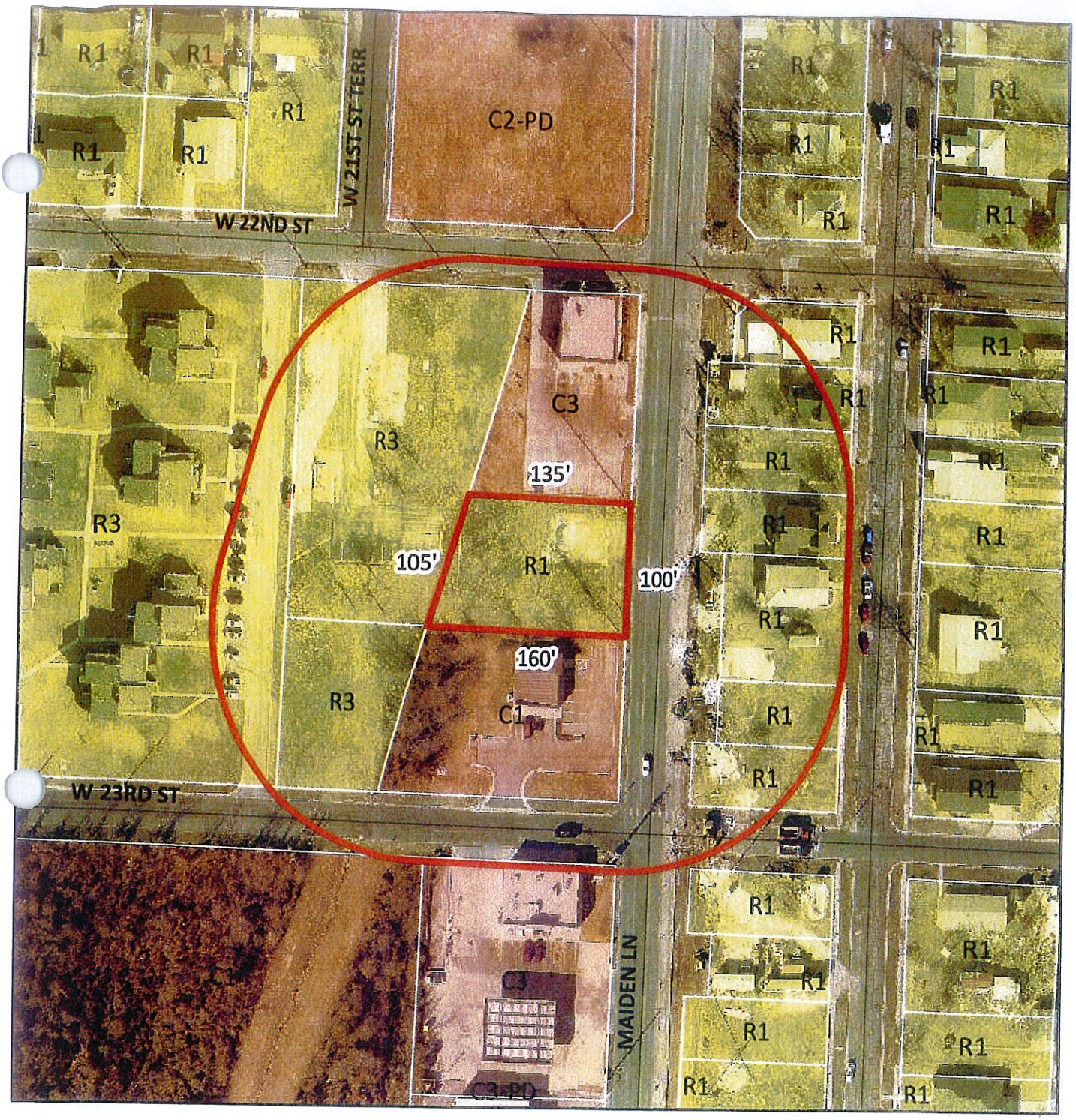
1. Appropriately Sized Lots? No.
2. Properly Sized Street Right-of-Way? No.
3. Drainage Easements? No.
4. Utility Easements:
   - Electricity? No.
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 8-7-15

BY: TROY BRANDER

TITLE: _____



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

N

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

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

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

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

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

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

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 025-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

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

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

Staff recommends approval of Case 027-15.

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

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

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

PUBLIC COMMENT: None.

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

COUNCIL BILL NO. 2015-268 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Voluntary Annexation

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

LOCATION: 8125 E 26th

APPLICANT: Cold Harbor

EXISTING CONDITIONS:

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

DISCUSSION

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

Staff recommends approval of Case 027-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Thomas K. Cook
Signed

Thomas K. Cook
Printed

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

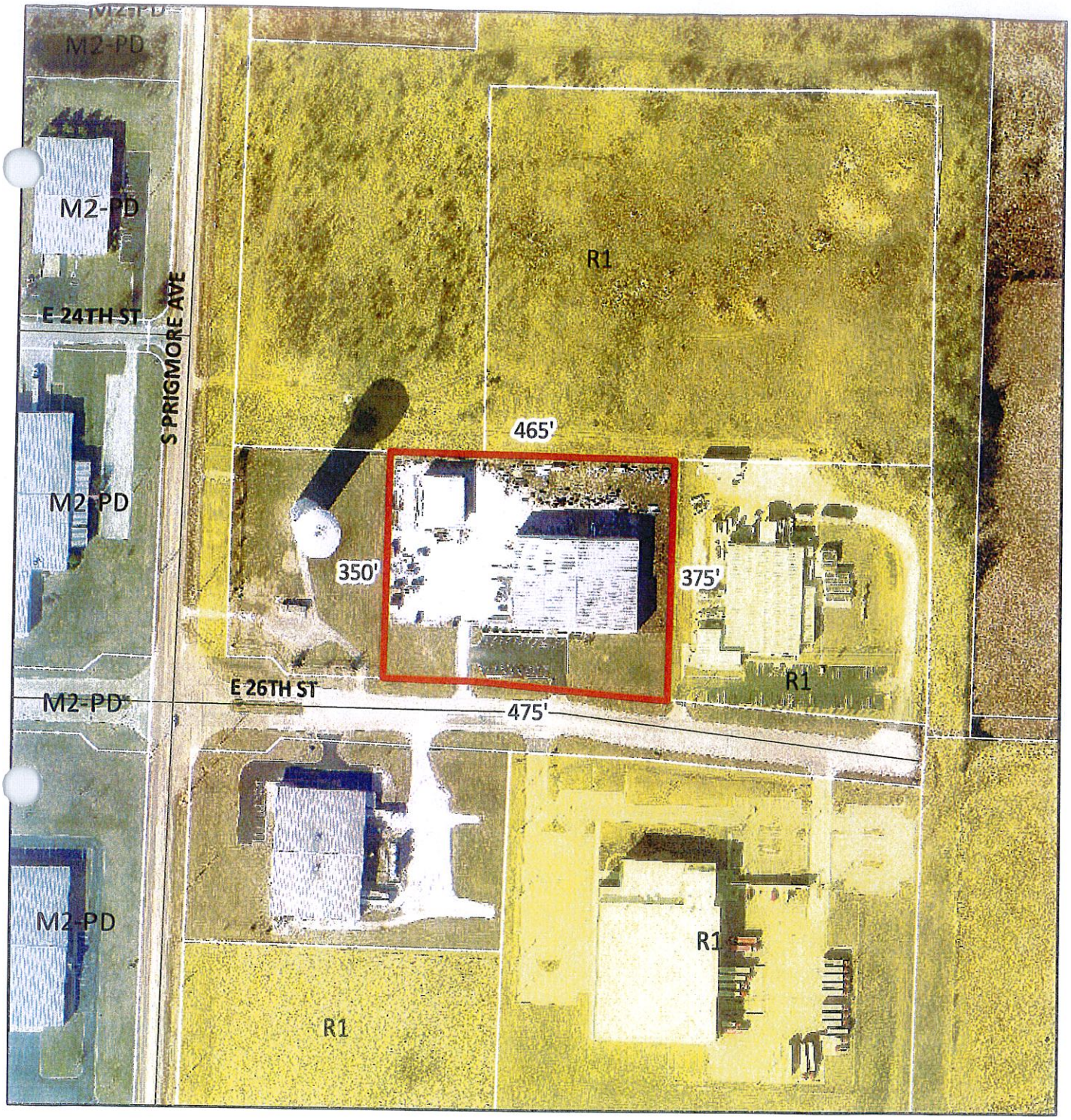
On this 15 day of July, 2015 before me appeared Thomas Cook to me known to be the partner of Cold Harbor and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said - partner acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 5-10-17.

Cynthia R. Weiss
Notary Public

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



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

N

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

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

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

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

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

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

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT CASE 027-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-269
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/10/2015

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

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

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

Staff recommends approval of Case 028-15.

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

PUBLIC COMMENT:
None.

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

COUNCIL BILL NO. 2015-269 ORDINANCE NO.

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2015
City Council Meeting: September 8, 2015

STAFF PLANNING REPORT
Rezoning

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

LOCATION: 32nd Street and Oliver Ave

APPLICANT: City of Joplin

EXISTING CONDITIONS:

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

SITE CONTEXT:

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

FUTURE LAND USE:

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

TRANSPORTATION:

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

UTILITIES: The property has utility connections.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

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

Staff recommends approval of Case 028-15.

ENCLOSURES:

Map

REZONING APPLICATION FORM

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

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

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

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

SURROUNDING LAND USE AND ZONING:

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

CHARACTER OF THE NEIGHBORHOOD: Medical, Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

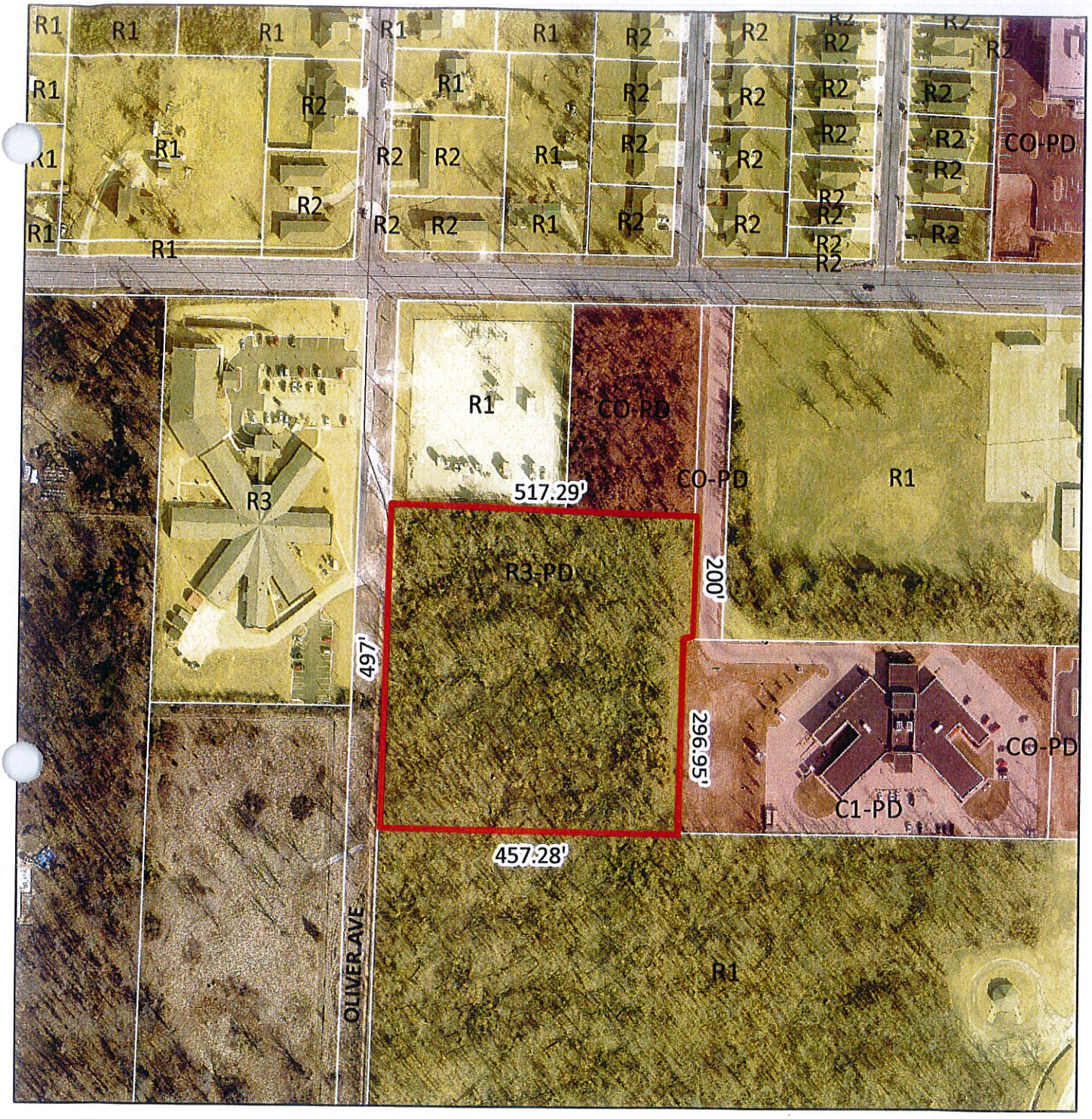
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: _____ DATE: 8-7-15

BY: ROY TOLMOSER

TITLE: _____



0 0.05 0.1 0.2 Miles

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

N

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

Mr. Eastman opened the public hearing for Case 028-15.

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

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

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 028-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. EASTMAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN, MR. DUNCAN, AND MR. RAMSOUR BEING ABSENT (4 IN FAVOR, 3 ABSENT).

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES August 17, 2015

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA –led by Council member Rosenberg.

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA - Motion by Mr. Glaze, Second by Mrs. Colbert-Kean to remove Council Bill No. 2015-264 from the Consent Agenda. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

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

CITIZEN REQUESTS AND PETITIONS
Kevin Parker, 111 S. Illinois, Joplin, MO, addressed Council to ask for a resolution of support for Montana Crossing, a proposed 50-Unit LIHTC multi-family affordable housing development at the corner of Montana Place and Wisconsin Avenue.

Bruce Smith, 3601 Oak Ridge Drive, addressed Council to express his opposition to the South Main Street TIF.

Paul Barr and Dr. Norm Ridder with Joplin Schools, addressed council to express their opposition to the South Main Street TIF.

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

Minutes of the August 3, 2015 Council Meeting

COUNCIL BILL NO. 2015-263-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1, District R-2, District C-0-PD, District C-1, and District C-1-PD and including in District C-3-PD property as described below and located at the northeast corner of 20th Street and Connecticut Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2015-118**

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

Public Hearing for the FY15-16 proposed budget, presented by Finance Director, Leslie Haase.

Leslie stated the public hearing for the property tax rate is set for August 24, 2015.

Mayor Michael Seibert opened the Public Hearing

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

City Manager Sam Anselm stated the budget work sessions are scheduled for September 14-16, 2015.

The public hearing was closed.

Public Hearing for the South Main Community Improvement District

Finance Director Leslie Haase presented information on this item read into the record the Exhibit List for the South Main Street CID:

1. Petition for the Creation of South Main Street Community Improvement District (Filed on July 17,2015)
2. City Clerk Verification stating that the Petition substantially complies with the CID Act
3. Affidavit of Publication of the Notice of Public Hearing (published August 3, 2015 and August 10, 2015)
4. Certified Return Receipts and copy of the notice mailed to the Property Owners within the proposed District (mailed on July 21, 2015)
5. South Main Street Tax Increment Financing Plan (including Exhibit 4 Blight Study)

Mayor Michael Seibert opened the Public Hearing

Rob O'Brian, President of the Joplin Area Chamber of Commerce presented some background information on the retail initiative to attract new businesses to the South Main Street area, 20th Street and Hope Valley and the greater scope of the Joplin market and stated there is indication of regional and national retailers who would like to be here.

Burt Lewis, 3235 S. Main St., appeared in opposition to this item. He is a fourth generation family member and wants to keep his property. He feels the area will develop on its own.

Diana Yonker, 4002 Woodcrest Court, appeared in opposition to this item due to concerns such as personal privacy, school safety issues and the desire for a natural environment.

The Public Hearing was closed.

Public Hearing for Case 026-15 - to declare excess property on the Southeast Corner of 20th Street and Wisconsin Avenue. (Requested by the City of Joplin. Planning and Zoning recommended approval).

Mayor Michael Seibert opened the Public Hearing

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

Council member Ryan Stanley stated he will abstain from voting on this item.

Motion by Mr. Glaze, Second by Mr. Scearce to approve Case No. 026-15. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Abstention: 1, Stanley.

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Stanley introduced Council Bill No. 2015-143, an ordinance approving the contract between the City of Joplin, Missouri and Midwest Transit Equipment Co. in the amount of One Hundred Twenty Thousand Three Hundred Forty-Six Dollars ($120,346) for the purchase of (2) two light duty cut-a-way vehicles per the specifications of Bid #2015-16; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-143 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-119**

Mrs. Colbert-Kean introduced Council Bill No. 2015-363, an ordinance authorizing the City of Joplin to enter into an Agreement with Jeff Asbell Excavating in the amount not to exceed Three Hundred and Nineteen Thousand and Ninety-Five Dollars and Fifty Cents ($319,095.50) to provide site demolition and grading associated with the EDA funded Joplin Public Library to be located at 20th and Connecticut Streets, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. Motion by Mrs. Colbert-Kean, Second by Mr. Glaze, that Council Bill No. 2015-363 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-120**

Mr. Shaw introduced Council Bill No. 2015-513, an ordinance approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, Second by Stanley that Council Bill No. 2015-513 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0, Abstention: 1, Rosenberg. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-121**

Mr. Shaw introduced Council Bill No. 2015-514**,** an ordinance approving a Contract by and between the City of Joplin and EyeMed to provide voluntary vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by. Mr. Shaw, Second by Mrs. Colbert-Kean that Council Bill No. 2015-514 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-122**

Mr. Shaw introduced Council Bill No. 2015-515**,** an ordinance approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley, that Council Bill No. 2015-515 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-123**

Mr. Shaw introduced Council Bill No.2015-516**,** an ordinance approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage, administrative services, and an employee assistance program for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-516 be approved on an emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-124**

Ordinances – First Reading

Mr. Stanley introduced Council Bill No. 2015-007, an ordinance re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-007 be approved on First Reading and advance to Second and Third Reading. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Mr. Stanley introduced Council Bill No. 2015-517, an ordinance approving the South Main Street Tax Increment Financing Plan, establishing a redevelopment area, designating RKS Development, LLC, as the developer of the Redevelopment Projects, approving a Tax Increment Financing Contract, and authorizing the City Manager to execute the Contract. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-007 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1.

Mr. Stanley introduced Council Bill No. 2015-518, an ordinance approving Redevelopment Project 1 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-518 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

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Mr. Stanley introduced Council Bill No. 2015-519, an ordinance approving Redevelopment Project 2 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-519 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

Mrs. Lewis introduced Council Bill No. 2015-520, an ordinance approving Redevelopment Project 3 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mrs. Lewis, Second by Mr. Stanley that Council Bill No. 2015-520 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

Mr. Stanley introduced Council Bill No. 2015-521, an ordinance approving Redevelopment Project 4 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-521 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

Mr. Stanley introduced Council Bill No. 2015-522, an ordinance approving Redevelopment Project 5 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-007 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

Mr. Stanley introduced Council Bill No. 2015-523, an ordinance approving Redevelopment Project 6 of the South Main Street Tax Increment Financing Plan and adopting Tax Increment Financing therein. Motion by Mr. Stanley, Second by Mrs. Lewis that Council Bill No. 2015-007 be approved on First Reading. Voting in favor were Council members: Glaze, Lewis, Seibert, Shaw, and Stanley, 5. Nays: Colbert-Kean, Rosenberg and Scearce, 3. Abstention, Woolston, 1

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

Ordinances – Second Reading and Third Reading

Unfinished Business

New Business

News from the PIO

The Joplin Police Department reminds residents that Joplin schools start this week. Please be aware of more pedestrian and vehicular traffic during morning hours as well at the end of the school day, from approximately 2:30 p.m. to 3:45 p.m. The school crossing zones have a lower speed limit during these times.

Saturday, September 12, 2015, the Joplin Public Library's Groundbreaking Festivities will be held from 10 a.m. to 12 noon. The Groundbreaking portion of the event will be held at 11 a.m. The site for the new Library is on the northeast corner of 20th and Connecticut Avenue. For more information call the Library at 623-2184 or visit the Library's website: www.joplinpubliclibrary.org.

Several fun activities are planned along the Main Street corridor this weekend, including Third Thursday and events with Zerkapalooza. Citizens should note that Main Street will be closed at times during the week, including: During Third Thursday, August 20 and on Friday, August 21, – from 1st Street to 7th Street, Main Street will be closed from approximately 3:30 p.m. to 8:30 p.m. 2nd Street still offers east/west traffic. On Saturday, August 22 – Main Street will be closed from C Street to 3rd Street to provide room for a 700-foot slide to be set up. For ticket information on "Slide the City", go to downtown Joplin.com

The Joplin Area Transportation Study Organization is hosting a Public Input Open House on Tuesday, August 18, 3pm-8pm, to gain citizens comments about the long range transportation plan. This plan serves as the blueprint for transportation improvement priorities within the Joplin metro area. More details about these topics can be found on our website, www.joplinmo.org. Thank you.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Woolston to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

There being no further business the meeting adjourned at 8:25 p.m.

Submitted,

Barbara J. Gollhofer, Assistant City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

August 24, 2015

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.

Invocation was given by City Clerk Barbara Hogelin. Flag salute was led by Mrs. Lewis.

READING OF SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 6:00 pm on Monday, August 24, 2015, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose of holding a public hearing for the property tax rate.

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

Request to Address Council

Request from Mr. Gil Stevens, 23 Pheasant Run, Joplin, MO, to address Council to express positive thoughts and ideas in regard to the audit dated August 2015. Mr. Gil Stevens addressed Council expressing his desire as to how the city can address statements made from the auditor. City Manager Sam Anselm stated one way the city had started addressing the issue from his office was through a website he created with responses.

Public Hearing on the Property Tax Levy.

City Clerk Barbara Hogelin read the Public Hearing Procedures

Finance Director Leslie Haase discussed the proposed fiscal year 2015-2016 property tax levy for the City of Joplin and for the affirmation of the tax levy of the Joplin Public Library District. The maximum authorized property tax levy is 54.0 cents and the CPI is .80% based on calculations by the State Auditor's office. The property tax of the City of Joplin represents a very small portion of the overall property tax liability for the citizens of Joplin. Property tax provides approximately .80% of the general government revenue and is used to fund a portion of Health, Parks, and Solid Waste activities.

Staff is recommending the acceptance of the amount calculated utilizing the State Auditor's worksheet, which represents an increase in the City property tax rate from $.1728 to $.1734. The library rate will remain the same at $.2545 as set forth by Missouri Statute. The total rate will be $.4279 per $100 of assessed valuation, which is up from $.4273 for last year. Property tax is expected to generate $970,483 for the City and $1,253.029 for the library. The property tax for a home with an assessed valuation of $100,000 will be $81.30 for both the city and the library portion of the property tax. This represents an increase of $.11 on a home with an assessed valuation of $100,000.

Ordinances – Emergency

Mr. Stanley introduced COUNCIL BILL NO. 2015-525 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2015 in the amount of Seventeen and Thirty-Four Hundredths Cents ($0.1734) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2015 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Scearce that Council Bill No. 2015-525 be approved on an

emergency basis. Voting in favor were Council members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-125**

Discussion of the Chamber Contract

City Attorney Peter Edwards stated to the council the chamber contract was old and outdated and said there are issues to look for on the chamber contract. He noted the council to goals audit the chamber of the commerce received and what we want their funds to be used for.

Rob O'Brian, Joplin Area Chamber of Commerce President stated he doesn't have any prepared remarks but said he it was open for discussion. City Attorney gave him a draft copy of the proposed chamber contract the city had prepared.

Mrs. Lewis clarified the confidentiality and asked is it held. Rob stated that businesses release their own announcements of openings.

Mayor Seibert thanked Rob for coming and asked council to provide ideas as to what they would like to see come forth and how the chamber can provide costs associated. It was noted a wage limit is set at 48 %. The timeline for this is November 1, 2015. It was also noted the Chamber is paid $200,000 for city economic development work. $100,000 for the Joplin Regional Partnership and $35,000 has gone to pay for Joplin's share of a federal lobbyist to represent the area.

Other New Business
Dr. Rosenberg read the following prepared statement:

After closely studying the Lorraine Report, the recent audit of the City of Joplin, as well as personal communications with council members and others, I am presenting information below to outline an established pattern of repeated Code of Ethics violations by Councilman Woolston.

For example, the Citizen's Advisory Recovery Team ('CART") held numerous meetings from June 30, 2011 until November 7, 2011 to discuss potential redevelopment areas. Mr. Woolston was a member of CART and Mayor at that time. Pursuant to the Master Developer Agreement with Wallace-Bajjali, the City of Joplin created a plan to develop the area of 20th and Connecticut.
The JRC spent approximately $11 million for the purchase of 36 properties and for lease payments on another property. The 36 properties were recommended and selected as opportunity sites for redevelopment by Wallace Bajjali. Many of these properties were at the general location of 20th and Connecticut.

Additionally, Councilman Woolston's actions are a conflict of interest as determined by the State Auditor.

The following allegations show that there have been numerous Code of Ethics violations.

The code provides that:

1. Conflict of Interest " A city councilman shall not have a financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as an officer or employee. Any violation of this provision renders the contract or sale void, and any councilman violating this section thereby forfeits his office or employment. Provided, however, that nothing contained herein shall be construed to apply to any contract, sale or lease not initiated, proposed, instituted, introduced or commenced by an officer or employee of the city who may be involved or interested in such undertaking" .

a. Mr. Woolston, as a real estate broker, purchased property for Four States Homes and Charlie Kuehn. Charlie Kuehn then sells the property to JRC, an agency of the city, for exorbitant profits. Mr. Woolston and/or his employer received over $11,000.00 for these transactions.

b. Councilman Woolston, as a council member and member of the CART, was aware of the properties the JRC was considering buying for redevelopment at a time when that information was not public knowledge.

c. Councilman Woolston used that insider knowledge to solicit landowners to sell their property to his client in the area of 20th and Connecticut before the plan became public knowledge.

d. Councilman Woolston used this confidential information, or alternatively information that was not made available to the general public, for personal, professional and financial gain.

e. Councilman Woolston, acting as the agent of Four State Homes, signed the real estate sales contracts as the broker on the 16 properties sold to the JRC. Councilman Woolston acted as the agent for these transactions knowing that the properties would immediately be sold to the JRC, a wholly owned subsidiary of the City of Joplin.

f. That Four State Homes, in turn, sold the sixteen (16) properties to the JRC for a total of $675,424 more than the appraised values, making a profit of $377,444. In contrast, the remaining twenty (20) properties purchased by the JRC directly from the original landowners were obtained below the appraised value for a total of $601,540 less than the appraised values. As Four State Homes and Charlie Kuehn's agent, Councilman Woolston was involved and implicit in this scheme and inflated prices for this land that was sold to the JRC, to the detriment of the City.

g. Councilman Woolston was directly or indirectly financially interested in said transactions. Councilman Woolston and his firm, Pro-100,were paid through closing, commissions totaling $11,436.00.Councilman Woolston has admitted to receiving at least one commission, and has admitted that his firm at the time, Pro-100, received multiple commissions. Councilman Woolston also became the exclusive listing agent for Charlie Kuehn and Four State Homes which has provided him with financial benefits.

h. Councilman Woolston, as the agent for Charlie Kuehn and Four State Homes was directly or indirectly involved in the formation of the business relationship and partnering between Charlie Kuehn and Wallace Bajjali and their company Newco, LLC, which sought to have a public/private partnership with JRC and City of Joplin, to develop the area of 20th and Connecticut, or alternatively, was intimately aware of the formation of their company.

2. Representing personal interest before city agencies or courts. "No city councilman shall appear in behalf of personal interest before any agency of the city. Provided, however, that nothing herein contained shall be construed to prohibit a city council man from being present for the purpose of consulting with his representative when such representative appears in behalf of such councilman's personal interest before any agency of the city. A city councilman shall not represent personal interest in any action or proceeding against the interest of the city in any litigation in which the city is a party.

a: **Councilman Woolston did not abstain from voting or disclose his business relationship**

with the developer on an ordinance approving a TIF redevelopment Plan and Agreement involving Kevin Steele, a developer with whom he co-owns a local realty company. During the July 7, 2014 Council meeting, the Council approved the Hope Valley Tax Increment Financing Redevelopment Plan, which established a redevelopment area, and designated Hope Valley Development Group, Inc. a group that included Kevin Steele, as the developer of Redevelopment Project I. Councilman Woolston and Kevin Steele are business partners in their real estate company, New Horizons Realty. Councilman Woolston did not disclose this conflict of interest or the nature of his business relationship with Kevin Steele at the July 7, 2014 meeting. Councilman Woolston voted in favor of the Hope Valley Redevelopment Plan and Agreement with the developer, Kevin Steele. Prior to this, Councilman Woolston accompanied Kevin Steele to a private meeting with city staff that addressed the Hope Valley TIF Agreement and related issues at a time when negotiations relative the TIF Agreement had reached an impasse.

B: Councilman Woolston nominated Troy Hill, an accountant at BKD to the Joplin Redevelopment Corporation at the January 5, 2015 City Council meeting. Prior to the meeting, Councilman Woolston called on and lobbied other City Council members for Mr. Hill's appointment. BKD is the accounting firm that is used by Charlie Kuehn and Four State Homes and Troy Hill is their former accountant, as recently as a few years ago. Another BKD accountant has taken over their account.

C: Councilman Woolston has been and continues to be active in the South Main TIF. He has solicited property sales and purchases for the TIF Developer and has stated that he will continue his relationship with the TIF Developer. Charlie Kuehn has also been participated in various aspects of the South Main TIF.

D: Councilman Woolston has used his position of Councilman to gain advantages in the Planning and Zoning Department for his clients Charlie Kuehn and Four State Homes. He has admitted to frequently the zoning department to discuss Charlie Kuehn's projects with Planning and Zoning staff, and has admitted that he probably gets favorable treatment because he is a councilman

Mr. Woolston met with zoning and planning members and various personnel at the city regarding issues for Charlie Kuehn and Four State Homes. Charlie Kuehn is an experienced developer and builder and should have taken care of his issues. Mr. Woolston was using his position to influence these people.

3. Gifts and Favors. "No councilman shall accept any valuable gift, whether in the form of service, loan, think or promise, from any person, firm or corporation which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealing with the city; nor shall any such official (1) accept any gift, favor, or things of value that may tend to influence him in the discharge of his duties, or (2) grant in the discharge of his duties any improper favor, service, or thing of value. Purchase of a meal for a city councilman shall not be a valuable gift. The prohibition against gifts or favors shall not apply to the occasional nonpecuniary gift, insignificant in value, or an award publicly presented in recognition of public service, or any gift which would have be offered or given if he were not a city councilman".

Mr. Woolston has become Four State Homes and Charlie Kuehn's exclusive real estate agent for purchasing real estate and leasing of properties. This represents a significant financial incentive.

4. Confidential Information. "'No city councilman shall, without prior formal authorization of the public body having jurisdiction, disclose any confidential information concerning any other official or employee, or any other person, or any property or governmental affairs of the municipality. No city councilman shall use or permit the use of any confidential information to advance the financial or personal interest of himself or any other person".

Mr. Woolston's inside information of the development of 20th and Connecticut was shared with Charlie Kuehn and Four States Homes, information that was not available to the public.

Mr. Woolston's actions are an ongoing distraction to the council that will not go away. He simply can no longer have the support of fellow council members, and should be removed or forfeit his position on the Council. Mr. Woolston deserves a hearing and be allowed to present his position. I make a motion that an evidentiary hearing be held on Monday, August 31, 2015 to hear evidence to determine whether or not the above ethical violations have occurred.

Before voting Mr. Woolston read the prepared statement.

MOTION TO ESTABLISH PROCESS AND PROCEDURE FOR HEARING

Michael Woolston moves the Council to establish the following process and procedure for the hearing on the motion seeking to remove Mr. Woolston from the Council:

Mr. Woolston read the following prepared statement.

Motion to Establish Process and Procedure for Hearing

Michael Woolston moves the Council to establish the following process and procedure for the hearing on the motion seeking to remove Mr. Woolston from the Council:

1) August 31, 2015. Appoint presiding officer. Prosecuting counsel and defense counsel enter appearance with the presiding officer.
2) September 11, 2015. Specification of charges. Identification of witnesses and documents for each charge.
3) October 2, 2015. Response to charges. Motions challenging legal sufficiency of particular charges. Motions challenging qualifications of presiding officer and Council members.

.Request for additional production of documents and evidence.

4) October 16, 2015. Prosecution response to motions and document requests.
5) October 23, 2015. Reply brief on motions and objections to discovery.
6) October 26, 2015. Hearing on motions and discovery
7) November 2, 2015. File any request for judicial review of motion and discovery rulings. File judicial motions for issuance of subpoenas and third party discovery.
8) November 24, 2015. Complete depositions.
9) December 7, 2015. File any motions for summary disposition for lack of evidence to support some or all of 1he charges.
1O) December 14, 2015. Responses to motions for summary disposition.
11) December 21, 2015. Reply brief on motions for summary disposition.
12) January 11, 2016. Oral argument on motions for summary disposition.
13) February 1, 2016. Hearing. The hearing date can be any time after the pre-hearing procedures have been completed, and the post-hearing deadlines should key off of the completion of the hearing. The following procedures will apply at the hearing:

· a) The City Attorney will call witnesses and offer documentary evidence.
b) All testimony shall be given under oath with the oath administered by the City Clerk.
c) The City Attorney will conduct direct examination to establish the record.
d) Counsel for Council Member Woolston will then have the opportunity to conduct a cross examination of the witness.
e) At the conclusion of Council Member Woolston's questions, the Council as trier of fact will be given the opportunity to ask questions of the witness.

f) Both re-direct and re-cross examination will be available.
g) The witness may then be released from the proceedings upon consent of the City and Council Member Woolston.
h) At the conclusion of the moving party's witnesses, Council Member Woolston shall have the right to testify under oath and offer witnesses and documentary evidence. The City Attorney may direct questions to the witnesses, the council shall have then have the right to direct questions to the witnesses.
i) Both re-direct and re-cross examination will be available.
j) A vote or other appropriate action may be taken by the council.

14) February 29, 2016. Post hearing briefs.
15) March 14, 2016. Post hearing response briefs.
16) March 28, 2016 (or two weeks after evidentiary and briefing record is closed). Deadline for decision from Council.
17) April 25, 2016. File any petition for judicial review and stay of Council decision.

Mayor Seibert asked Dr. Rosenberg to state his motion again for the record.
Motion by Dr. Rosenberg, Second by Mr. Scearce that an evidentiary hearing be held on Monday, August 31, 2015 to hear evidence to determine whether or not the above ethical violation have occurred. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley 8, Nays: Woolston, 1.

Meeting was adjourned at 7:40 pm.

Submitted,

Barbara L. Hogelin, MMC /MPCC City Clerk

Attachment A – First Amendment to CDBG-DR Round 2 Partial Action Plan #5

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY- ROUND II

PARTIAL ACTION PLAN #5 FOR THE CITY OF JOPLIN (AMENDMENT 9 TO INITIAL ACTION PLAN)

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

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I. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild. The CDBG-DR program provides communities with resources to address a wide range of post-disaster community development needs, and the City of Joplin has outlined in this Partial Action Plan how the community will use its second allocation to support recovery from this event.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 22, 2011 tornado was residential property that contained a variety of single and multi-family units as well as owner and renter-occupied dwellings. Residents of all demographics and income statuses were affected by the tornado because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods.

Within this specific Action Plan, no discrete housing activities are planned. However, the City continues to investigate potential housing activities, which may be included in future Action Plans, to support the rebuilding of the community. Ongoing housing activities are detailed within existing Action Plans previously prepared and submitted.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have been conducted to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will be developed to ensure that all residents will have the benefit of infrastructure that will enhance their quality of life and protect property. These projects will include repairs necessary due to direct storm damage, repairs due to damage from recovery efforts, and projects designed to further enhance systems to attract residents to repopulate the area.

Community Clinic of Joplin

Immediately after the disaster, the Community Clinic served as a triage area for health services. The Clinic also provided first aid to injured residents, replaced medications and acted as a respite location for healthcare workers who were working at Memorial Hall. Due to the increased volume of patients fallowing the storm, deterioration to the Clinic has occurred faster than anticipated. Rapid damage and wear to the facility has occurred. In an effort to continue to serve the community, specifically those impacted by the tornado, these repairs are necessary to provide and

safe and effective services.

The proposed funds will assist with rehabilitation of the floors, interior paint, and furnishings of the exam and waiting rooms as well as the parking lot.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed several commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged during the tornado, and approximately 90 percent, or 500 businesses, are back in operation. Thirty businesses have indicated that they will not rebuild/reopen.

Within this specific Action Plan, no discrete economic development activities are planned. However the City continues to investigate potential economic development activities, which may be included in future Action Plans, to support the rebuild of the community. Ongoing economic development activities are detailed within existing Action Plans previously prepared and submitted.

PUBLIC SERVICES IMPACT AND UNMET NEEDS

Juvenile Detention Center

As a result of the May 2011 tornado, the Jasper County Juvenile Detention Center has recorded an increased intake of offenders from the Juvenile Circuit Court system and documented a need for more juvenile interventions. Not only is there an increased number of offenders cycling through the justice system, but as a result, utilization of a new approach for these juveniles is much needed.

The Juvenile Detention Center, located in Joplin, proposes the implementation of a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affected Joplin juveniles and their families. With the additional funding, the Center plans to hire two paraprofessional teacher's aides and one qualified mental health professional to provide evaluations and increase programming needs.

Ozark Mental Health Center

Approximately 70% of the Ozark Center's clientele are considered LMI; of this number approximately 30% of clientele are uninsured. According to a recent study conducted by the University of Missouri, post-traumatic stress disorder (PTSD) in Joplin rose from 12.26% at 6 months post-disaster to 26.74% at 30 months post-disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event.

The Ozark Mental Health Center will provide in-patient and out-patient mental health services to

children and adults within the Joplin LMI population who suffer from conditions related to the May 2011 tornado. These conditions include post-traumatic stress disorder, anxiety disorders, depression and substance abuse. Care will be provided to both uninsured and underinsured LMI individuals.

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The four categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City has evaluated the needs in these three categories and determined the greatest amount of need to be in the public infrastructure category. Additionally, an unmet public service need has been identified that needs to be addressed. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy, sustainable recovery.

Although the City has identified the activities above, it is anticipated that future projects will be identified and included in future Partial Action Plans that will assist in providing housing, infrastructure, public services and economic development resources to the residents that will encourage a repopulation of the tornado area. The City is focused on efficiently and effectively providing as much funding as possible to make this portion of the community an area that will attract residents now and in the future.

II. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team (CART) process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the concept that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past, and the idea of extending the system along these areas was heavily promoted both by the citizens and for the citizens during this process. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUD's Office of Community Planning & Development (CPD) Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

III. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from

any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its subrecipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform subrecipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients will be contacted according to the terms of their subrecipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.

2. The on-site monitoring visit is conducted, and consists of the following:
    a. Conference
    b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non-compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create additional CDBG Manager positions to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. Finalized minor amendments will be posted on the City's website.

IV. PROGRAM DESCRIPTIONS

COMMUNITY CLINIC OF JOPLIN

Program/Activity Details

Administering Entity:	Community Clinic of Joplin
Budget:	$241,000
Geographic Area:	City of Joplin
Applicant Eligibility:	LMI – Limited Clientele
Start/End Dates:	October 2015 – July 2016
Performance Outcomes:	Repair the physical environment to provide quality health care of those utilizing the Clinic's services.

Basis for Allocation

The Community Clinic of Joplin ("Community Clinic" or "Clinic") opened in 1993 and over the years has provided services to uninsured individuals from birth to 64 years of age. Approximately 73% of patients seen at the Clinic have an annual income falling below 150% of the federal poverty guidelines. More than half of the patients that visit the Clinic are Joplin residents, and label its services as "their primary source of medical care." The main mission of the Clinic is to improve the health of people in the community who do not have access to medical and dental care. The Clinic is currently located downtown at 701 S Joplin Ave, Joplin, MO 64801, and operates five days a week and provides services such as medical services (adult/pediatric), laboratory services, adult dental services, wellness and prevention education classes, and smoking cessation, diabetic support, weight management.

The Clinic constantly strives to build new relationships with hospitals, physicians, and dentists in the area and has developed several partners through Freeman Health Services, Mercy Hospital, Children's Haven, Economic Security Council, Lafayette House, Red Cross, as well as area shelters/recovery houses. The Clinic has also initiated a partnership with Heart to Heart International to provide an in-house laboratory, allowing all lab work to be done on-site. The Clinic also has a partnership with Missouri Southern State University to provide assistance through their students presently enrolled in the dental program.

The Clinic served as a triage area for health services immediately after the disaster, and due to the higher than normal volume as a result of the event, has deteriorated faster than anticipated. The Clinic also provided first aid to patients, replaced medications, and acted as a respite location for healthcare workers who were working at Memorial Hall. The increase in volume of patients served resulted in damages to the interior paint, flooring, furnishings for the waiting and exam room, as well as the parking lot.

CDBG Eligibility and National Objective

This Activity is eligible under 03P Public Facilities and Improvements, Health Facilities and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster

The Clinic focuses on providing services that cannot be found elsewhere in the community and does not duplicate services that may be offered by other local not-for-profit agencies. Rehabilitating its current location will help improve the quality of services being provided to LMI individuals and their families.

JUVENILE DETENTION CENTER

Program/Activity Details

Administering Entity:	Jasper County Juvenile Court System
Budget:	$350,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	January 2016 – January 2018
Performance Outcomes:	Reduce juvenile offenders from having reoccurring offenses using a non-punitive approach, utilizing services and treatment that rely on more of a family oriented intervention approach.

Basis for Allocation

The Jasper County Juvenile Detention Center provides housing and alternative treatment (counseling services, life skill lessons) to juvenile offenders that reside in Jasper County. Traditionally, the Juvenile Detention Center is a "front-line" intervention facility that is utilized to keep juvenile offenders from offending further and for "holding" offenders until other intervention services can be initiated. The current Juvenile Detention Center provides a variety of services for Joplin students and their families which include providing alternative school setting, tutoring, certified teachers, nutritional meals, hygiene services, supervision, assessment, recreational services, mentoring and service learning program, truancy/diversion program, all of which are interventions within the large continuum of best practices for juvenile services. This continuum of intervention allows for individualized treatment plans for youths and their families which have been beneficial over the years.

Since the May 2011 tornado, the Center has recorded an increase in referrals from the Juvenile Circuit court system, resulting in greater demand for the services required for these interventions. The formal court referrals in Jasper County peaked in 2012 with 986 formal juvenile filings, 96% of the filings were Joplin youths and their families. The truancy referrals also peaked in 2012 with 573 referrals; 63% of the referrals were Joplin students. The Diversion court numbers have also increased each year as the program has grown serving 196 families since 2010, 85% of the children being served are from Joplin Schools. The Detention Center has realized that juveniles who experienced the tornado and its aftermath are in need of skills to mitigate anxiety, to enhance coping skills and to develop problem solving skills.

As the Center continues to see an increased need for interventions as well as prepare for on-going demand in programming over the next 6-8 years (as indicated by Ozark Mental Health Center and

research literature on disaster trauma), they are proposing an increase in the delivery of their services in the Joplin area. Through the four years post-tornado, the Jasper County Juvenile Court has created a new model of serving juveniles. Nationally, there is an initiative to 'divert' juveniles away from the detention services and instead implement services that are restorative rather than punitive, therapeutic, and family focused. Jasper County Juvenile Court has a five year history with their Diversion Court program. The program utilizes a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affect juveniles and their families. The National trend is that fewer juveniles are re-entering the system when non-punitive approaches are utilized (lower recidivism rates). Although not conclusive, the recent reduction of new cases in Jasper County annually can be viewed as an indicator of this trend.

The Center plans to use the CDBG-DR funds received to provide salary and benefits for one recreation/therapeutic aide, two paraprofessional teacher's aides, and one qualified mental health professional (preferably a Master's level Social worker or Counselor) to provide evaluations and deliver programming needs. The Center will also provide services to process and "match" juvenile offenders with the appropriate community treatment providers in a timely manner as well as have the ability to respond immediately to crisis concerns within the Center.

CDBG Eligibility and National Objective

This Activity is eligible under 05 Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

Long-term Recovery from Specific Disaster

The Alternative services being provided through the Juvenile Detention Center will aid in the long-term community recovery by providing needed counseling services for Joplin youth and their families. The public service being provided will help prevent or reduce the number of youths entering into the formal adjudication system and help to develop responsible law abiding citizens. By expanding the programming through the assistance of the CDBG-DR funds, the Center will ultimately help provide positive social and economic benefits to the City of Joplin.

OZARK MENTAL HEALTH SERVICES

Program/Activity Details

Administering Entity:	Ozark Comprehensive Behavioral Mental Health Services Center
Budget:	$110,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	LMI Limited Clientele
Start/End Dates:	December 2015 – December 2017
Performance Outcomes:	Provide mental health services to LMI individuals and families in the City of Joplin who suffer from conditions related to the May 2011 tornado

Basis for Allocation

The Ozark Comprehensive Behavioral Mental Health Services Center ("Ozark Center" or "Center") is a nonprofit entity of the Freemen Health System. The Ozark Center has approximately 500 employees in 30 different locations in southwest Missouri and includes service areas in Jasper County. The main goal of the Center is to improve the health of the communities served by providing contemporary, innovative, trauma-informed, quality healthcare solution. The Commission on Accreditation of Rehabilitation Facilities (CARF), which is an independent international agency monitoring quality in mental health services, has given the Ozark Center the highest accreditation score possible. The Ozark Center is also certified and licensed by the Missouri Department of Mental Health. Through innovation, pursuit of grants, and fundraising activities the Center continues to expand services and programs provided. The Center is currently located at 1105 E 32nd Street in Joplin, which is in the heart of the tornado impacted area. The Center is also the area's largest and most comprehensive behavioral healthcare provider and has qualified staff that provide effective, caring and confidential services for adults, families and children, including:

- 24 hour Crisis services
- Individual, group and family therapy
- Residential care
- Inpatient/Outpatient Psychiatric services
- Substance abuse/addiction
- Support groups
- In-home support

The Ozark Center will provide in-patient and out-patient mental health services to Joplin children and adults within the LMI population who suffer from conditions related to the May 2011 tornado. Services will be provided to both uninsured and underinsured LMI individuals to help combat conditions related to trauma as a result of the tornado, some of which include post-traumatic stress disorder, anxiety disorders, depression, and substance abuse. Approximately 70% of the Ozark Center's clientele are considered LMI; of this number approximately 30% of clientele are uninsured. According to a recent study conducted by the University of Missouri, post-traumatic stress disorder (PTSD) in Joplin rose from 12.26% at 6 months post-disaster to 26.74% at 30 months post-disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event.

The Center has also documented an increase in call volume at their Access Crisis Intervention (ACI) center. In 2009 and 2010, the Center averaged 10.16 and 11.39 crisis calls respectively during the day shift. In 2012, the Center averaged 23 calls per day time shift. In comparison to 2009, the 2012 call volume shows a 57% increase in day time calls and in comparison to 2010 the 2012 call volumes shows an increase of 52%.

To-date, psychiatric and other non-substance abuse services at Ozark Center have seen a 107% increase over 2010. Children's mental health outpatient services in 2012 saw an increase of 191% over the services offered in 2009 and 105% over the services offered in 2010 and 51% over the services offered 2011.

CDBG Eligibility and National Objective

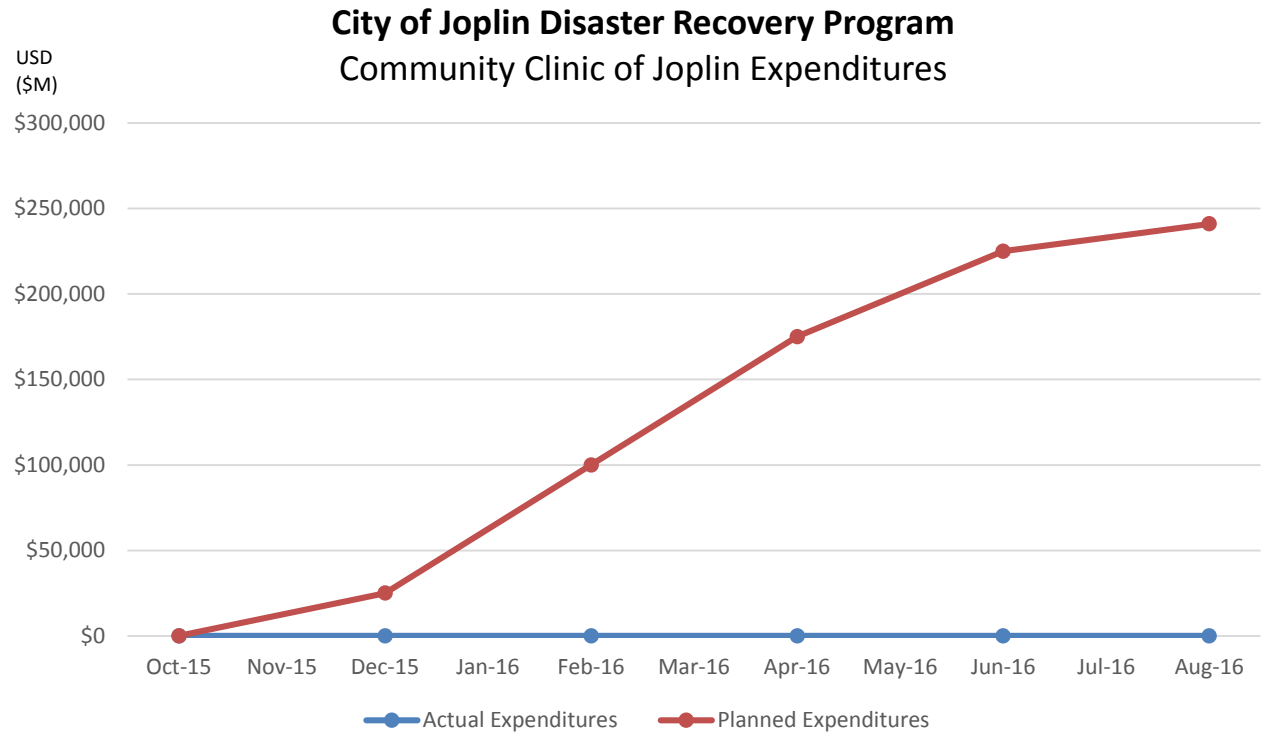
This Activity is eligible under 05 Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

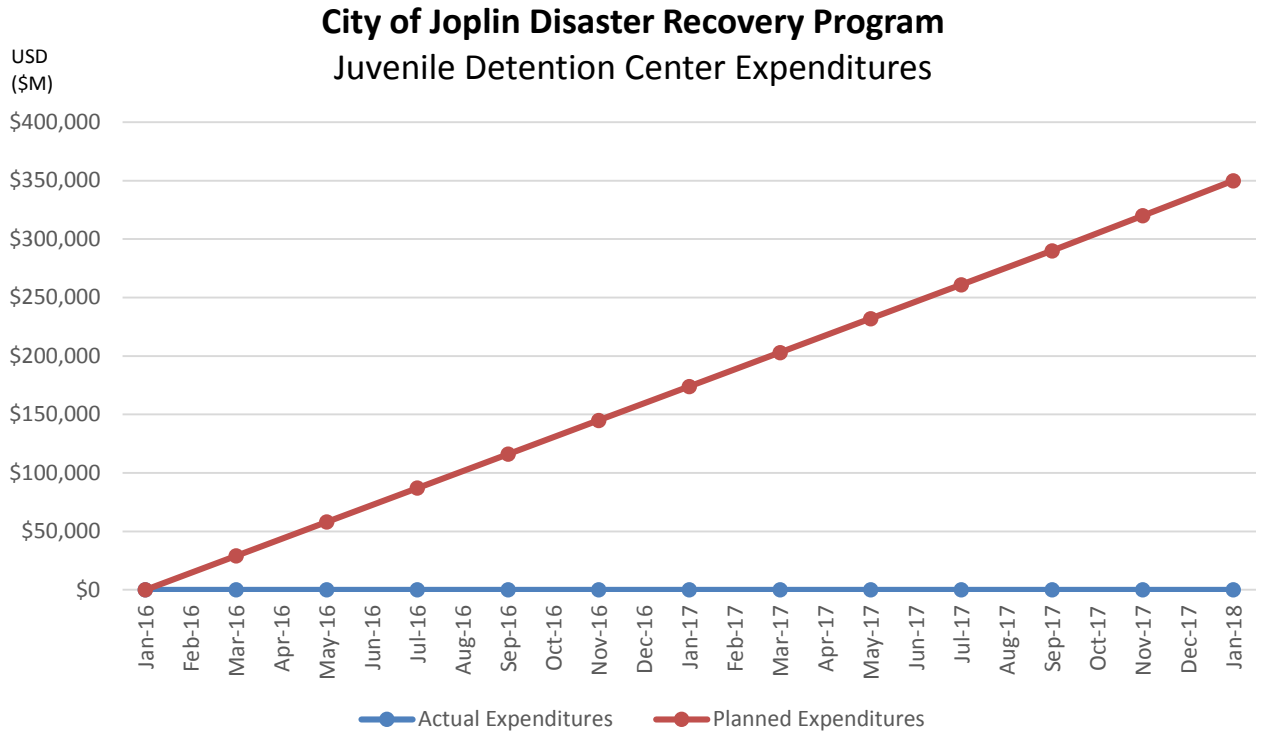
Long-term Recovery from Specific Disaster

This project will provide funding to the Ozark Center to support its increased capacity for providing mental health services to LMI individuals and families in the City of Joplin. The Center will support the overall community recovery by addressing the continued health needs of youth and adults due to the May 2011 tornado.

V. PERFORMANCE SCHEDULES

The following tables illustrate the approximate projected expenditures based on HUDs recommendations of Non-housing, and Administration categories. The City does not anticipate funding any Housing activities with this round of funding.




City of Joplin Disaster Recovery Program
Juvenile Detention Center Expenditures
USD ($M)
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
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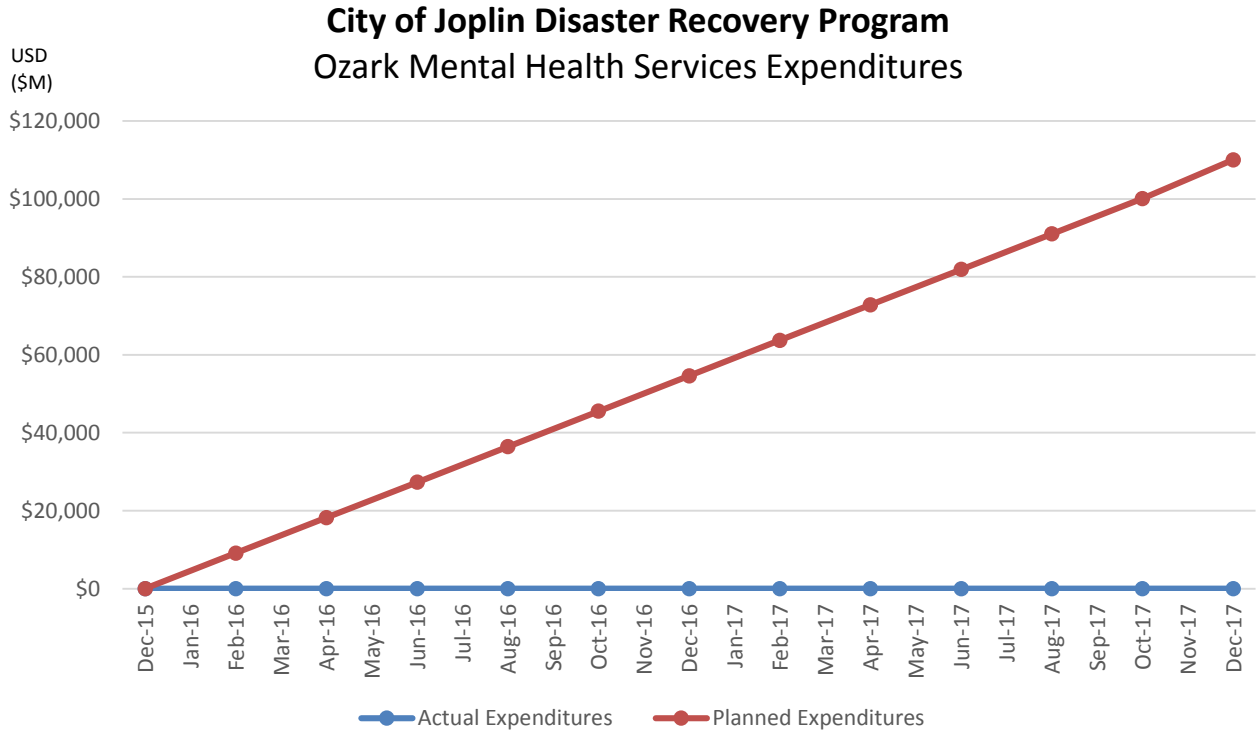
Jan-18
Actual Expenditures
Planned Expenditures


City of Joplin Disaster Recovery Program
Ozark Mental Health Services Expenditures
USD ($M)
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$0
Dec-15
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Actual Expenditures
Planned Expenditures

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

Round II Partial Action Plan #5 Budget

Infrastructure Activities		
Community Clinic of Joplin	$	241,000.00
Sub Total	**$**	**241,000.00**
Economic Development		
Sub Total	**$**	**0.00**
Public Services		
Ozark Mental Health Services	$	110,000.00
Juvenile Detention Center	$	350,000.00
Sub Total	**$**	**460,000.00**
Housing Activities		
Sub Total	**$**	**0.00**
Program Administration Activities*		
City of Joplin Administrative Costs	$	0.00
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.		
Consultant Administrative Costs	$	0.00
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities.		
Program Planning Activities*		
Planning Costs	$	0.00
Description: Funds to be used for eligible planning activities.		
Sub Total	**$**	**701,000.00**
TOTAL BUDGETED CDBG-DR AWARD FOR PARTIAL ACTION PLAN #5 (of $113,276,000.00)	**$**	**701,000.00**

* These initial allocations are based on the best data currently available and reflect projections of need to support the grant program. It can be anticipated there will be future adjustments based on actual experience once programs are implemented; however, neither planning nor administrative expenses will surpass their statutory caps.

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY Round II Cumulative Partial Action Plan #5 Budget (Amendments #1-8)						
Projects	**Initial Action Plan**	**Partial Action Plan #2**	**Partial Action Plan #3**	**Partial Action Plan #4**	**Partial Action Plan #5**	**Total Funded to Date**
Infrastructure Activities						
Sanitary Sewer (Design & Construction)	$4,501,333.00	$3,000,000.00	$3,600,000.00	$9,407,539.00	$-	$20,508,872.00
Mercy Public Park	$-	$4,900,000.00	$-	$-	$-	$4,900,000.00
Crosslines Community	$-	$-	$555,000.00	$-	$-	$555,000.00
Early Childhood Center	$-	$-	$-	$-	$-	$0.00
Public Infrastructure Improvements	$3,362,400.00	$3,800,000.00	$1,000,000.00	$-	$-	$8,162,400.00
Advanced Training & Technology Center (Phase I)	$-	$-	$3,900,000.00	$-	$-	$3,900,000.00
Community Clinic of Joplin	$-	$-	$-	$-	$241,000.00	$241,000.00
Sub Total	**$7,863,733.00**	**$11,700,000.00**	**$9,055,000.00**	**$9,407,539.00**	**$241,000.00**	**$38,267,272.00**
Economic Development						
	$-	$-	$-	$-	$-	$-
Sub Total	$-	$-	$-	$-	$-	$-
Housing Activities						
	$-	$-	$-	$-	$-	$-
Sub Total	$-	$-	$-	$-	$-	$-
Public Service Activities						
Mental Health Needs	$331,397.00	$-	$-	$-	$-	$331,397.00
Ozark Mental Health	$-	$-	$-	$-	$110,000.00	$110,000.00
Juvenile Detention Center	$-	$-	$-	$-	$350,000.00	$350,000.00
Sub Total	**$331,397.00**	$-	$-	$-	**$460,000.00**	**$791,397.00**
Program Administrative						
City of Joplin Administrative Costs	$101,951.30	$255,000.00	$249,000.00	$-	$-	$605,951.30
Consultant Administrative	$327,805.20	$255,000.00	$249,000.00	$-	$-	$831,805.20
Planning Costs	$-	$1,530,000.00	$498,000.00	$-	$-	$2,028,000.00
Sub Total	**$429,756.50**	**$2,040,000.00**	**$996,000.00**	**$0.00**	**$0.00**	**$3,465,756.50**
TOTAL BUDGETED (of $113,276,000.00)	**$8,624,886.50**	**$13,740,000.00**	**$10,051,000.00**	**$9,407,539.00**	**$701,000.00**	**42,524,425.50**

VII. PUBLIC COMMENT

The City of Joplin provided prominent posting on the City's official website beginning on August 10, 2015 indicating written comments would be accepted through August 17, 2015 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

No comments were received.

VIII. ACCESSIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

IX. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

Appendix A – CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

B. Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974

(42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies: (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws.

P. Financial Controls – The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Signature/Authorized Official Date

_____

City Manager

RESOLUTION NO. 2015-014

A RESOLUTION authorizing the filing of a Fifth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

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

WHEREAS, there were thousands of households affected by the tornado; and

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

WHEREAS, the City of Joplin has been allocated $113,276,000 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) allows for the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; and

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

Section 1. That the City of Joplin file a Fifth Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $241,000 is being used for the Community Clinic of Joplin, $350,000 is being used for the Juvenile Detention Center, and $110,000 is being used for the Ozark Mental Health Services Activity.

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

_____

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: CDBG –DR- Round 2 Partial Action Plan #5
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan #5
2) Resolution No. 2015-014

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

Recommended Action: Approval of Resolution No. 2015-014

DISCUSSION:

The following is a resolution that authorizes the filing of the Fifth Partial Action Plan for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Partial Action Plan #5 adds the Community Clinic of Joplin, the Juvenile Detention Center, and the Ozark Mental Health Services Activities. The following three projects were approved by City Council as part of the Capital Plan on July 6, 2015.

Immediately after the disaster, the Community Clinic served as a triage area for health services. The clinic also provided first aid to patients, replaced medications, and acted as a respite location for healthcare workers who were working at Memorial Hall. Due to the increased volume of patients following the storm, deterioration has occurred faster than anticipated. Rapid damage and wear to the facility has occurred. The proposed funds will assist with rehabilitation of the floors, interior paint, and furnishings of the exam and waiting rooms as well as the parking lot. This amendment will fund the project for $241,000.00.

The Juvenile Detention Center in Joplin proposes the implementation of a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affected juveniles and their families. With the additional funding, the Center plans to hire two paraprofessional teacher's aides and one qualified mental health professional to provide evaluations and increase programming needs. This Amendment will fund the project for $350,000.00.

The Ozark Mental Health Center will provide in-patient and out-patient mental health services to children and adults within the Joplin LMI population who suffer from conditions related to the

May 2011 tornado. These conditions include post-traumatic stress disorder, anxiety disorders, depression, and substance abuse. Care will be provided to both uninsured and underinsured LMI individuals. This Amendment will fund the project for $110,000.00.

Therefore, the proposed amendment to Partial Action Plan #5 will add $701,000.00 to the Community Clinic of Joplin, the Juvenile Detention Center, and the Ozark Mental Health Services. The Activities are to be completed by January 2018. Notice of the amendment has been posted. Any public comments received will be shared with City Council. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Activities	**Partial Action Plan #5**
Community Clinic of Joplin	$241,000.00
Juvenile Detention Center	$350,000.00
Ozark Mental Health Services	$110,000.00
Sub Total	**$701,000.00**

RECOMMENDATION:

The staff recommends adoption of this Resolution 2015-014.

COUNCIL BILL NO. 2015-144 ORDINANCE NO

AN ORDINANCE approving an agreement for Allgeier, Martin & Associates not to exceed Fifty Four Thousand and no/100 Dollars ($54,000.00) for Engineering Services Associated with the 2015 Street Resurfacing Project and containing an emergency clause.

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

Section 1. Approval of an agreement for Allgeier, Martin & Associates for Fifty Four Thousand and no/100 Dollars ($54,000.00) for Engineering Services Associated with the 2015 Street Resurfacing Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-144

Item: Agreement with Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2015 Street Resurfacing Project.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-144

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

Recommended Action: Approval of an Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $54,000.00 for Engineering Services Associated with the 2015 Street Resurfacing and Microsurfacing Project.

Background : As a part of the annual street maintenance program the city provides preventive maintenance on asphalt streets on a seven year cycle. Microsurfacing has been a major part of this program since 2004.

Discussion: By state statue the qualification based selection was used for procurement. The City of Joplin sent out invitation letters to all known qualified firms in the city to perform these professional services. Four engineering firms provided qualification statements. Qualifications were reviewed with Allgeier Martin & Associates Inc. being the most qualified.

Recommendation: Staff recommends approval of an Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed amount of $54,000.00 for Engineering Services Associated with the 2015 Street Resurfacing Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. David Hertzberg, P.E. DHertzbe@joplinmo.org		Attention: Mr. Kurt Higgins, P.E. KURT.HIGGINS@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 500	Fax: 417-625-4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with the RESURFACING OF ROADS WITHIN THE CITY IN 2015.

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 Fifty-Four Thousand and no/100 Dollars ($54,000.00).

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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any

award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

7. **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 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.

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 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.

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.

16. **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.

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 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.

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 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.

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

_____
David Hertzberg, P.E.

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: _____

Printed Name: Kurt Higgins, P.E.

Title: Vice President

Date: 08-10-15

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the SRP 2015 Street Resurfacing Project)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 Resident Project Representation.

1.1.1 ENGINEER shall furnish a full-time resident project representative (RPR) to assist OWNER in observing performance of the work of the contractor. It is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.1.1.1 Said RPR is OWNER's agent at the site, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with OWNER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of OWNER.

1.1.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.1.2 and 1.1.3 of this contract, are applicable regardless of which party provides the RPR.

1.1.2. Duties and Responsibilities of RPR.

1.1.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with OWNER concerning acceptability.

1.1.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.1.2.3 Liaison:

a) Serve as OWNER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist OWNER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.1.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify OWNER of

availability of samples for examination.

1.1.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist OWNER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to OWNER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise OWNER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to OWNER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to OWNER.

1.1.2.6 Interpretation of Contract Documents: Report to OWNER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by OWNER.

1.1.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to OWNER. Transmit to contractor decisions as issued by OWNER.

1.1.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, OWNER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to OWNER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.1.2.9 Reports:

a) Furnish OWNER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with OWNER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from

contractor and recommend to OWNER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.1.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.1.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to OWNER for review prior to final payment for the work.

1.1.2.12 Completion:

a) Before OWNER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of OWNER and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to OWNER concerning acceptance.

1.1.3 Limitations of Authority. Resident project representative:

1.1.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by OWNER.

1.1.3.2 Shall not exceed limitations of ENGINEER's or OWNER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.1.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.1.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.1.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.1.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.1.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.1.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others

except as specifically authorized by OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Resident Project Representation is anticipated to be based upon an anticipated 3 month construction time period.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $54,000, as set forth in Work Authorization Number AMA – SRP 2015 MS - 1 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE
RATE SCHEDULE
2015-2016

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

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or 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%

Requested Council Meeting Date: September 8, 2015
Council Bills No. 2015 - 145
Item: Operating Assistance Grant Agreement

Originating Department: PUBLIC WORKS –MAPS

Attachments: 1) Council Bill No. 2015-145
2) Grant Agreement

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

Recommended Action: Approval for the City of Joplin to execute a Public Transit Operating Assistance Grant Agreement.

Background:
The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

Discussion:
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $8,221 in grant funds for the State's FY2016.

Recommendation: Staff recommends that Council bill 2015-145 be passed.

COUNCIL BILL NO. 2015-145 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area PublicTransit System (MAPS).

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of $8,221 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;.

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

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

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

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 01/15 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of eight thousand two hundred twenty one dollars ($8,221.00) during the period from July 1, 2015, to June 30, 2016.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:
City of Joplin
602 S. Main
Joplin, MO 64801
Facsimile No.:_____

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave. PO Box 270
Jefferson City, MO 65102
Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

CITY OF JOPLIN

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

Attachment "A"

MAY 19 2015
MODOT
MULTIMODAL

Application

Missouri State Transit Assistance Program

Applicant Agency Name:	CITY OF JOPLIN
Street and Mailing Address:	602 S. MAIN
City, State (Missouri), Zip+4 Code	JOPLIN, MO 64801
Agency Contact Person - Name	ROBERT LOLLEY
Contact Person: e-mail Address	RLOLLEY@JOPLINMO.ORG
Contact Person: Work Phone	417-625-4793
Contact Person: Fax Number	417-625-4747

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☑	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☐	A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Operating and Capital Costs for Operating Public Transit Service in Missouri

Costs / Year	2012	2013	2014
Transit Operating Costs	$1,100,985	$941,051	$1,054,422
Transit Capital Costs	$261,064	$246,571	$444,129
Total: Transit Operating + Capital Costs	$1,362,049	$1,187,622	$1,498,551

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

2012	155,058		
2013		140,609	
2014			131,876
2016 Projected			134,000

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

Annual Vehicle Miles Operated;	2012	2013	2014
	352,234	355,137	279,172
Cost per Mile (divide total cost by miles)	$3.87	$3.34	$5.37

(Complete remainder of application on back of form)

Cost per Passenger (divide total cost by ridership)	2012	2013	2014
	$8.78	$8.45	$11.36

Description of Proposed Year 2016 Public Transit Service in Missouri

Days of Transit Operation:	MONDAY-SATURDAY
Weekday Hours of Operation:	6AM-6PM
Saturday Hours of Operation:	8:30AM-4PM
Sunday Hours of Operation:	NONE

Amount of Annual Local Effort or Tax Support for Transit:

2012	2013	2014
475,542	$408,048	$521,876

Description of local financial effort or local tax support for appliant's public transit service:

CITY OF JOPLIN FUNDS 20% CAPITAL MATCH AND 50% OPERATIONS MATCH WITH A LOCAL TRANSPORTATION SALES TAX.

Applicant Agency Authorized Signature:	Date:
Robert Lolley	Wednesday, May 06, 2015

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

For Technical Assistance: Transit@modot.mo.gov

Tele: (573) 751-2523

Form located at:
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

(Version 2015-04-13)

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

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Nick A. Heatherly, PE		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: (417) 627-0820	Fax:		

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of One million, six hundred fifty-two thousand and 00/100 Dollars ($ 1,652,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

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 B, 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 and B 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)

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.

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 2030-17.030.

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.

PART 3 – Exclusions and Assumptions

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Waterline design is not included in this Contract
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in the Contract.
3. Landscape and irrigation design services are not included in the Contract.
4. Environmental services other than those explicitly defined in the scope and beyond the normal services to fulfill the requirements of a Categorical Exclusion II (CE2) are not included in the Contract. This includes, but is not limited to, the exclusion of a traffic noise study.
5. Stormwater detention and water quality design services are not included in the Contract.
6. Temporary traffic signal design.
7. CLOMR or LOMRs are not included in the Contract.
8. Printing contract documents and plans during bidding.
9. Construction administration services other than those explicitly defined in the scope are not included in the Contract.
10. As-built drawing preparation is not included in the Contract.
11. Mobile LIDAR is not included in the Contract.

B. Assumptions:

1. Construction Phase Services other than General Administration of Construction Contract are shown as optional for this scope.
2. A total of three (3) concepts will be investigated as part of this scope.
3. Right of way services including property appraisals, negotiations, and acquisitions will be handled by the city.
4. Waterline relocation will be handled by Missouri American.
5. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
6. Mine remediation will consist of reviewing existing information. If mines are encountered, a supplemental agreement to this contract will be required.
7. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
8. Survey monument access boxes shall be an additional fee.

9. Revisions to any stage of plans shall be considered additional services after approval by owner.

DESIGN FEE

Appendix A
Total Project Fee

32nd Street Widening
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 161,000
2	Public Involvement	$ 36,000
3	Conceptual Phase	$ 120,000
4	Survey	$ 152,000
5	Geotechnical Investigation	$ 40,000
6	Utility Coordination	$ 124,000
7	Environmental/Historical Review	$ 40,000
8	Preliminary Design Phase (30 percent plans)	$ 165,000
9	Right of Way Plan Phase (60 percent plans)	$ 216,000
10	Permits	$ 29,000
11	Final Design Phase (100 percent plans)	$ 459,000
12	Bidding Phase	$ 35,000
13	Construction Administration	$ 65,000
14	Construction Inspection (Optional) (Assume 6% of Construction Cost)	$ 480,000
	Expenses	$ 10,000
	Total Project Cost (Not Including Construction Inspection)	**$ 1,652,000**
	Total Project Cost (Including Construction Inspection)	**$ 2,132,000**

MANHOUR ESTIMATE - 32ND STREET WIDENING

Task No.	Description of Work Items / Tasks	Oregon Agencies							CH2M							TSE								Total Manhours	Total Labor Fee	Total Other Fee	Total CJW Fee	Total TSE Fee
		Project Manager	Environmental Lead	Civil Engineer	Senior Civil Engineer	Engineering Technician	Engineering Aide	Administrative Assistant	Project Manager	Senior Civil Engineer	Civil Engineer	Engineering Technician	Engineering Aide	Administrative Assistant	Principal Engineer	Senior Civil Engineer	Civil Engineer	Engineering Technician	Engineering Aide	Administrative Assistant	Principal Engineer	Senior Civil Engineer	Civil Engineer					
		$ 135.00	$ 175.00	$ 120.00	$ 105.00	$ 85.00	$ 75.00	$ 65.00	$ 135.00	$ 105.00	$ 85.00	$ 75.00	$ 65.00	$ 65.00	$ 135.00	$ 105.00	$ 85.00	$ 75.00	$ 65.00	$ 65.00	$ 135.00	$ 105.00	$ 85.00					
1	**Project Management**																											
	Project Management		240					54	12		72					20								348	$ 53,133	$ 45,441	$ 4,830	$ 3,306
	Coordination with Others		240	80		200					8					12								540	$ 75,987	$ 11,961	$ 1,080	$ 1,722
	Design Memorandum		40			48					8					8								104	$ 13,709	$ 11,343	$ 1,080	$ 1,176
	Monthly Progress Meetings (12 meetings)		24	24		24					24					24								120	$ 17,376	$ 10,196	$ 3,240	$ 3,043
2	**Public Involvement**																											
	Public Meetings/ Meetings with Coordinating Agencies		24	16		16			12		24					24	12							129	$ 18,275	$ 9,201	$ 1,554	$ 2,153
	Board Meetings w/Commission and Private Entities		16	16		16			12		24					24	12							127	$ 16,871	$ 8,742	$ 1,554	$ 2,153
3	**Conceptual Phase**																											
	Prepare Alternatives		80			160			12	160	136					40	160	24	24	8				764	$ 91,631	$ 24,254	$ 27,030	$ 28,958
	Prepare Report		40			80			12	80	40					24	40	8	16	2			16	282	$ 38,508	$ 14,234	$ 13,905	$ 11,154
4	**Survey**																											
	Topographical Survey												24	120		280	8			48				656	$ 82,306	$ -	$ 18,277	$ 45,634
	Base Map Preparation												24					140			8			172	$ 19,818	$ -	$ 2,217	$ 13,604
	Horizontal Control															80								80	$ 8,640	$ -	$ -	$ 8,640
	Road Review Descriptions																2			120	120			242	$ 29,960	$ -	$ -	$ 29,960
	Locate Section Corners													40										40	$ 4,720	$ -	$ 4,720	$ -
	Bench Level Run													20										20	$ 2,160	$ -	$ 2,160	$ -
	Utility Locates													20		80	2				8			90	$ 12,144	$ -	$ 2,160	$ 9,744
	Title Search Information (12 Tracts Estimated)																								$ 18,000			$ 18,000
5	**Geotechnical Investigation**																											
	Geotechnical Data Research				16	40																		56	$ 6,510	$ 6,510	$ -	$ -
	Perform Borings																								$ 30,000	$ 30,000	$ -	$ -
	Geotechnical Design Recommendations				16	40																		56	$ 6,510	$ 6,510	$ -	$ -
	Geotechnical Report				16	40																		56	$ 6,510	$ 6,510	$ -	$ -
6	**Utility Coordination**																											
	Utility Location / Identification												20	120		240	7			40	16			439	$ 57,694	$ -	$ 10,743	$ 47,344
	Potholing																								$ 24,000			$ 24,000
	Utility Plan Submittal								80		24							160	40					376	$ 50,320	$ -	$ 10,960	$ 39,360
	Utility Review Meetings / Coordinator										24					80	80							88	$ 11,760	$ -	$ 2,640	$ 9,120
7	**Environmental/Historical Review**																											
	NEPA Environmental Review																16			80				16	$ 2,160	$ -	$ -	$ 2,160
	Compile Data																	24		24				48	$ 5,216	$ -	$ -	$ 5,216
	Hazardous Material Review (Lead and Mould Only)																	8		8				16	$ 2,064	$ -	$ -	$ 2,064
	Wetlands and Habitat Investigation (Document Only, No Field Investigation)																	2		8				10	$ 1,152	$ -	$ -	$ 1,152
	Wetland Permitting																							2	$ 270	$ -	$ -	$ 270
	Historical, Archeological Investigation																							4	$ 540	$ -	$ -	$ 540
	Impacts to Misc. Environmental Resources																	24		32				56	$ 8,520	$ -	$ -	$ 8,520
	Permanent Impacts																	16		32				48	$ 6,240	$ -	$ -	$ 6,240
	Endangered Species Review																	4		4				8	$ 936	$ -	$ -	$ 936
	Public Land Impacts, 4F or 6F																	8		32				40	$ 4,848	$ -	$ -	$ 4,848
	Mine Remediation Plans/Report (Document Review)																	8		12				20	$ 2,748	$ -	$ -	$ 2,748
8	**Preliminary Design Phase (30 percent plans)**																											
	Review Preliminary Design										80					8								88	$ 12,080	$ -	$ 10,800	$ 1,280
	Identify any variances to Design Criteria								16		16													48	$ 5,760	$ -	$ 5,760	$ -
	Preliminary Estimates and Construction Costs										16													16	$ 2,160	$ -	$ 2,160	$ -
	Hydrologic Studies and Drainage Plans										40													40	$ 5,400	$ -	$ 5,400	$ -
	Conceptual Traffic Control Plan								24		8													32	$ 3,960	$ -	$ 3,960	$ -
	Preliminary Design								40		40													80	$ 9,800	$ -	$ 9,800	$ -
	Title Sheet								8		8						8	24			16			56	$ 10,744	$ -	$ 9,600	$ 1,144
	Typical Sheet								16		8													24	$ 3,280	$ -	$ 3,280	$ -
	Plan Sheets								24		16							2		2				44	$ 4,318	$ -	$ 3,955	$ 413
	Profile Sheets								120		48							40		16				224	$ 30,140	$ -	$ 23,460	$ 6,680
	Cross Sheets								80		20							40		16				156	$ 14,004	$ -	$ 8,280	$ 5,724
	Traffic Control and Staging Concept								80		20							24		8				124	$ 11,452	$ -	$ 8,700	$ 2,752
	Preliminary Culvert Sections				8	160			40		20					8								228	$ 31,200	$ -	$ 31,200	$ -
	Preliminary Cross Sections at 25 foot intervals								40		10													50	$ 5,700	$ -	$ 5,700	$ -
	Tentative Easements and Right of Way Limits								120		24													144	$ 19,440	$ 15,324	$ 4,200	$ -
	QA/QC				20	160			120		24													324	$ 43,980	$ -	$ 43,980	$ -
9	**Right of Way Plan Phase (90 percent plans)**																											
	R.O.W. Design								40		80						12	32	16		4			184	$ 27,400	$ -	$ 19,800	$ 7,600
	Title Sheet								40		8													48	$ 6,280	$ -	$ 6,280	$ -
	Layout Sheet								24		24							16	8					88	$ 9,432	$ -	$ 9,240	$ 192
	Plan/Profile Sheets								80		24							32	8		4			148	$ 19,508	$ -	$ 15,240	$ 4,268
	Special Sheets								40		20							8	4					72	$ 8,479	$ -	$ 5,700	$ 2,779
	R.O.W. and Easement Plan Sheets								160		120							16	32		8			336	$ 39,504	$ -	$ 27,960	$ 11,544
	Cross Sections				16	200			200		120							32	8					556	$ 68,041	$ 20,832	$ 31,200	$ 16,009
	Construction Limits								40		16							32	8		4			88	$ 8,640	$ -	$ 5,160	$ 3,480
	Design Field Check and R.O.W Revisions								80		16							32	4		4			136	$ 16,440	$ -	$ 9,960	$ 6,480
	R.O.W. Revisions due to Owner Negotiations								32		12							4	4		8			60	$ 8,040	$ -	$ 4,680	$ 3,360
	Construction Cost Estimate								16		16													32	$ 4,320	$ -	$ 2,520	$ 1,800
	QA/QC				48	120			80		16							2	4		8			278	$ 34,199	$ 19,529	$ 12,295	$ 2,375
10	**Permits**																											
	404 Permit																											
	Floodplain Permit																16	40	80					136	$ 16,560	$ -	$ -	$ 16,560
	DNRW																											
	Land Disturbance Permit																4	24	40				4	72	$ 9,624	$ -	$ -	$ 9,624
	NPDES Permit																	8	16					24	$ 3,840	$ -	$ -	$ 3,840
																			16					16	$ 2,224	$ -	$ -	$ 2,224

MAN-HOUR ESTIMATE - 32ND STREET WIDENING

Task		Olsson Associates							CJW							TSE								Total	Total Labor	Total Olsson	Total CJW	Total TSE
11	Final Design Phase (100 percent plans)																											
	Cover Sheet		1		5	10				8	4													28	$ 3,124	$ 1,964	$ 1,140	$ -
	Summary of Quantities Sheet		10		20	80				8	8						2	8	8					144	$ 16,430	$ 12,588	$ 1,690	$ 2,152
	Typical Section Sheets		1		5	20				8	4							4	2					44	$ 4,664	$ 2,886	$ 1,142	$ 636
	General Notes Sheet		1		5	20				4	2						2	4	4			1		43	$ 4,795	$ 2,886	$ 570	$ 1,339
	Detail Sheets		1		10	40				8	8						2	16	8					93	$ 10,149	$ 5,597	$ 1,680	$ 2,872
	Horizontal/Vertical Control Sheets		1		5	40				8	4							4	4			4		70	$ 7,158	$ 4,690	$ 1,140	$ 1,328
	Construction Phasing									40	24						2	16	16					98	$ 10,224	$ -	$ 6,240	$ 3,984
	Traffic Control Sheets									40	24													64	$ 6,240	$ -	$ 6,240	$ -
	Geometric Sheets		1		30	200				30	8						4	40	8			2		313	$ 30,728	$ 21,840	$ 3,330	$ 5,558
	Joints and Grades Sheets		1		20	160				10	4							8	2					205	$ 20,521	$ 18,233	$ 1,288	$ 998
	Roadway Plan and Profile Sheets		1		20	240				20	16						4	40	16					357	$ 35,571	$ 25,447	$ 3,980	$ 6,484
	Construction Sheets		1		20	160				40	20						2	40	20					309	$ 30,633	$ 18,233	$ 5,700	$ 6,700
	Removal Sheets		1		20	160				8	16						1	16	8					230	$ 23,705	$ 18,233	$ 2,760	$ 2,712
	Retaining Wall Plan and Profile Sheets		1		20	200																		221	$ 21,840	$ 21,840	$ -	$ -
	Retaining Wall Details		1		20	80																		101	$ 11,018	$ 11,018	$ -	$ -
	Storm Drainage Plan and Profile Sheets		1		20	240				16	8						2	16	8					311	$ 30,599	$ 25,447	$ 2,280	$ 2,872
	Culvert/Channel Cross-Section Sheets		1		20	200				16	8						4	16	8					273	$ 27,212	$ 21,840	$ 2,282	$ 3,102
	Sediment and Erosion Control Sheets									16	8						2	16	8					50	$ 5,152	$ -	$ 2,280	$ 2,872
	Sanitary Sewer Plan and Profile Sheets									36	8						2	48	12					106	$ 10,068	$ -	$ 3,780	$ 6,308
	Traffic Signal Plan Sheets									40	20													60	$ 5,700	$ -	$ 5,700	$ -
	Pavement Marking & Signing Sheets									20	8						2	24	8					62	$ 6,172	$ -	$ 2,580	$ 3,592
	Lighting Plan Sheets									40	20													60	$ 5,700	$ -	$ 5,700	$ -
	Landscaping Sheets																							0	$ -	$ -	$ -	$ -
	Right-of-Way Sheets		1		40	160				20	8							32	8			16		285	$ 30,081	$ 21,881	$ 2,580	$ 5,640
	Roadway Cross-Section Sheets		1		30	240				40	20							40	20					391	$ 37,527	$ 25,447	$ 5,700	$ 6,380
	Finalize H&H Report and Floodplain Development Permit																							0	$ -	$ -	$ -	$ -
	Cost Estimates		10		40	80				8	8								8			1		143	$ 18,037	$ 14,422	$ 1,680	$ 1,935
	Special Provisions										16											1		37	$ 5,127	$ -	$ 2,190	$ 2,967
	QA/QC		20		80	80				20	40						4		16			1		318	$ 40,821	$ 25,237	$ 6,905	$ 8,484
																	8	40	20			8						
12	Bidding Phase																											
	Advertise for and obtain bids for the proposed work		16			24					4													44	$ 5,512	$ 4,972	$ 540	$ -
	Attend Pre-Bid Meeting		4	4		8					4						2		2					24	$ 3,188	$ 2,060	$ 540	$ 588
	Answer Design Questions		4			24				16	32						8	14	24					130	$ 13,942	$ 2,886	$ 5,520	$ 5,536
	Prepare Addenda		4			32				8	16						8	16	5					89	$ 8,763	$ 3,548	$ 2,760	$ 3,455
	Attend Bid Opening		4	4		4					4						2							18	$ 2,588	$ 1,088	$ 540	$ 320
13	Construction Administration																											
	Attend Pre-Construction Meeting		4	4		4					4						2		2					20	$ 2,837	$ 1,688	$ 540	$ 608
	Review Shop Drawings		4			80					8						2	2	8					104	$ 10,608	$ 7,918	$ 1,080	$ 1,612
	Prepare Change Orders		4			40					8								8					60	$ 6,501	$ 4,308	$ 1,080	$ 1,112
	Prepare Revision Sheets		4			40				8	10							12	4					78	$ 7,895	$ 4,308	$ 1,956	$ 1,630
	Answer Design Questions		4			32					8						2		6					52	$ 5,822	$ 3,566	$ 1,080	$ 1,154
	Evaluate substitute "or equal" bids		8			24					8								4					44	$ 5,204	$ 3,566	$ 1,080	$ 558
	Conduct Site Visits		16	8		24					40						8		32					128	$ 17,373	$ 8,245	$ 5,400	$ 5,728
	Review and Certify Pay Requests		8			24				8	16							8	12					76	$ 8,718	$ 3,566	$ 2,760	$ 2,389
14	Construction Inspection (Optional) (Assume 6% of Construction Cost)																											
	Construction Inspection (Optional)																							0	$ -	$ -	$ -	$ -
	Total Manhours	0	824	158	547	3854	0	0	54	54	2410	1814	0	78	320	0	620	360	1572	617	384	224	169	14	14174				
	Total Labor	$ -	$ 144,612	$ 24,626	$ 99,231	$ 356,572	$ -	$ -	$ 3,323	$ 8,208	$ 180,750	$ 244,890	$ -	$ 8,004	$ 37,760	$ -	$ 89,280	$ 56,400	$ 141,480	$ 85,783	$ 45,696	$ 32,256	$ 17,407	$ 574		$ 1,637,231	$ 848,583	$ 477,612	$ 510,856
	Total Labor and Expenses																									$ 1,652,000			

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	10000	MILES	0.56		$5,600.00
Travel, mile (survey vehicle)	5000	MILES	0.75		$3,750.00
			Total		**$9,350.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost + 3%

Assumptions

1. Construction Phase Services other than General Administration of Construction Contract are shown as optional for this fee schedule. Based on typical projects, the typical fee for these services is approximately 6% of the construction cost.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD 2015
4. Each firm will look at (1) alternative for the conceptual phase for a total of 3 alternatives.
5. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
6. Waterline relocation will be handled by Missouri American.
7. Assume 1 bid package and construction duration of 1 year.
8. Mine remediation will consist of reviewing existing information. If mines are encountered, a supplemental agreement to this contract will be required.
9. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
10. Survey monument access boxes shall be an additional fee (Estimated 9 monuments $12,000).
11. Revisions to any stage of plans shall be considered additional services after approval by owner.
12. Fee proposal includes 20 pothole locations at $1200 per location.
13. Fee proposal does not include mobile LIDAR.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015- 146

Item: Agreement with Olsson & Associates for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-146

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

Recommended Action: Approval of an Agreement with Olson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project

Background:
In August of 2014 the voters passed the Renewal of the Capital Improvement sales tax Program for an additional 10 years. One of the projects is the widening of 32nd street from Schifferdecker Avenue to Central City Road.

Discussion: By state statue the qualification based selection was used for procurement. City staff advertised in the Joplin Globe for one day and received 10 sets of qualifications from consulting firms for this project. Olson Associates was selected for Engineering Services for the 32nd street widening project.

Recommendation: Staff recommends approval of an Agreement with Olson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-146 ORDINANCE NO

AN ORDINANCE approving an agreement for Olson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project and containing an emergency clause.

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

Section 1. Approval of an agreement for Olson Associates in the not to exceed the amount of $1,652,000.00 for Engineering Services Associated with the 32nd Street Widening from Schifferdecker to Central City Road Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olson 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. The appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-147

Item: Agreement with JET Associates for Engineering Services Associated with the Main Street Improvements from 15th Street to 32nd Street.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-147

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

Recommended Action: Approval of an Agreement with JET Associates in the not to exceed the amount of $2,000,000.00 for Engineering Services Associated with the Main Street Improvements from 15th Street to 32nd Street.

Background:
In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: By state statue the qualification based selection was used for procurement. City staff advertised in the Joplin Globe for one day and received 11 sets of qualifications from consulting firms for this project. The Joplin Missouri Joint Engineering Team which is made up of Olsson Associates, Tran-Systems Civil-Engineering, Tri-State Engineering, and CJW Transportation Engineers was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of an Agreement with JET Associates in the not to exceed amount of $2,000,000.00 for Engineering Services Associated with the Main Street Improvements from 15th Street to 32nd Street. be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-147 ORDINANCE NO

AN ORDINANCE approving an agreement for JET Associates not to exceed Two Million and no/100 Dollars ($2,000,000.00) for Engineering Services Associated with the Main Street Improvements from 15th St. to 32nd Street Project and containing an emergency clause.

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

Section 1. Approval of an agreement for JET Associates not to exceed Two Million and no/100 Dollars ($2,000,000.00) for Engineering Services Associated with the Main Street Improvements from 15th St. to 32nd Street Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with JET 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

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

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of Two-million and 00/100 Dollars ($ 2,000,000).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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 B, 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 and B 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)

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.

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 2030-17.030.

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.

PART 3 – Exclusions and Assumptions

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Waterline design is not included in this Contract
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in the Contract.
3. Environmental services other than those explicitly defined in the scope and beyond the normal services to fulfill the requirements of a Categorical Exclusion II (CE2) are not included in the Contract. This includes, but is not limited to, the exclusion of a traffic noise study.
4. Stormwater detention and water quality design services are not included in the Contract.
5. Temporary traffic signal design.
6. CLOMR or LOMRs are not included in the Contract.
7. Construction administration services other than those explicitly defined in the scope are not included in the Contract.
8. As-built drawing preparation is not included in the Contract.
9. Mobile LIDAR is not included in the Contract.

B. Assumptions:

1. Construction Phase Services other than General Administration of Construction Contract are shown as optional for this scope.
2. A total of up to three (3) concepts will be investigated as part of this scope.
3. Right of way services including property appraisals, negotiations, and acquisitions will be handled by the city.
4. Waterline relocation will be handled by Missouri American.
5. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
6. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
7. Survey monument access boxes shall be an additional fee.
8. Revisions to any stage of plans shall be considered additional services after approval by owner.
9. Survey Title Search information assumes 132 properties for title search.

10. Storm Project 27 (27th to 28th Street culvert replacement) will remain a separate project, however needs to be constructed prior to the streetscape project.
11. Storm sewer improvements will be limited to the Main Street ROW. Downstream improvements off of Main are not included with this project.
12. No FEMA floodplains have been identified therefore no floodplain permits are necessary (FEMA or City)
13. No streamways will be affected by the project, no 404 permits are included with the scope of work.

PART 4 - Geotechnical Investigation and Evaluation:

A. Field Exploration
   1. We will arrange to have public utilities located through the Missouri One-Call system.
   2. We will coordinate traffic control at each boring location. We anticipate that traffic control will consist of several signs, traffic cones and possibly flaggers.
   3. We propose to drill a total of 16 borings along the proposed roadway alignment. Each boring will be drilled to a maximum depth of 10 feet below the existing ground surface or to practical auger refusal, whichever occurs first.
   4. We propose to obtain pavement core samples at each of the boring locations to help evaluate the pavement thicknesses and composition. In addition, soil samples will be obtained at each boring location using thin walled tube or split barrel sampling techniques.
   5. We will document the thickness of the existing pavement section at each boring location, as well as the thickness of any sub-base material. We will also obtain water level readings in each boring during drilling and immediately upon completion of drilling operations. Upon completion, the borings will be backfilled and the pavement patched with an asphaltic concrete cold mix or a grout.
   6. We propose to perform a visual pavement condition survey to help in identifying the areas of pavement distress.

B. Laboratory Services
   1. Soil samples obtained from the borings will be returned to our laboratory for testing and visual classification. Testing will include moisture content and dry unit weight on thin walled tube samples, moisture content on split barrel samples, and Atterberg limit tests to aid in classifying the soils using the Uniform Soil Classification System (USCS). Three CBR tests will also be performed.

C. Engineering Analysis and Report
   1. Upon completion of the laboratory testing services, we will prepare a geotechnical engineering report.
   2. The report will provide typed boring logs and the results of the laboratory testing program. The report will also provide geotechnical recommendations regarding:
      i. Mill and overlay options for the existing pavement section including pictures of each location.
      ii. If mill and overlay is not feasible, based on the findings from the borings and engineer site visit, new pavement section thicknesses based on anticipated traffic volumes (provided by others).
      iii. As applicable, pavement subgrade recommendations.

DESIGN FEE

Appendix A
Total Project Fee

Main Street Streetscape
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 120,000
2	Public Involvement / Communication Plan	$ 120,000
3	Conceptual Phase	$ 121,000
4	Survey	$ 160,000
5	Geotechnical Investigation	$ 31,000
6	Utility Coordination	$ 94,000
7	Environmental/Historical Review	$ 52,000
8	Preliminary Design Phase (30 percent plans)	$ 166,000
9	Right of Way Plan Phase (60 percent plans)	$ 176,000
10	Permits	$ 18,000
11	Final Design Phase (100 percent plans)	$ 329,000
12	Bidding Phase	$ 42,000
13	Construction Administration	$ 61,000
14	Construction Inspection	$ 500,000
	Expenses	$ 10,000
	Total Project Cost (Not Including Construction Inspection)	**$ 1,500,000**
	Total Project Cost (Including Construction Inspection)	**$ 2,000,000**

MAIN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
		Project Manager	Client Manager	Senior Engineer	Project Engineer	Assistant Engineer	Surveyor	Assistant Surveyor	Administrative Assistant	Principal	Project Manager	Project Engineer	Project Coordinator	Designer	Survey Crew	Principal	Project Manager	Senior Engineer	Project Engineer	Designer	Principal	Project Manager	Senior Engineer	Project Engineer	Designer							
		$ 197.00	$ 161.00	$ 141.00	$ 126.00	$ 90.00	$ 90.00	$ 97.00	$ 81.00	$ 195.00	$ 165.00	$ 145.00	$ 125.00	$ 105.00	$ 125.00	$ 195.00	$ 165.00	$ 145.00	$ 125.00	$ 105.00	$ 195.00	$ 165.00	$ 145.00	$ 125.00	$ 105.00							
1	**Project Management**																														
	Overall Project Management	160	40													10											210	$ 36,554	$ 34,374	$ -	$ 2,180	$ -
	Internal Project Management	80			40					2		12					10					10		8	8	4	174	$ 26,961	$ 19,139	$ 1,882	$ 1,600	$ 4,240
	Coordination with Others	24	24		50					2		8					10								8		126	$ 18,417	$ 14,439	$ 1,426	$ 1,600	$ 952
	Design Memorandum	24			50					2		8					8					4	4		4		104	$ 14,802	$ 10,620	$ 1,426	$ 1,380	$ 1,476
	Monthly Progress Meetings (12 meetings)	24	24		24					18		18				10	8					12			12		150	$ 23,237	$ 11,101	$ 5,328	$ 3,460	$ 3,348
2	**Public Involvement / Communication Plan**																														
	Develop and Implement Communication Plan	60	16		80				24			12				3	2					8		4	4		211	$ 29,430	$ 24,796	$ 1,668	$ 974	$ 1,992
	Develop and Update Project Website	60	16		80				80			10										2	24				272	$ 32,111	$ 28,241	$ 1,390	$ -	$ 2,480
	Prepare Public Meeting Exhibits	24	16		80				80	2	16	12					10		10	20		2	16				288	$ 31,473	$ 21,939	$ 3,214	$ 4,560	$ 1,760
	Public Meetings/ Meetings with Coordinating Agencies	16	16		16							8				10	8					6		4	4		88	$ 13,965	$ 7,401	$ 1,112	$ 3,460	$ 1,992
	Attend Meetings w/Commission and Provide Exhibits	16	16		16					2	16	8				5						5		3	4		91	$ 12,842	$ 7,401	$ 2,658	$ 1,080	$ 1,883
3	**Conceptual Phase**																														
	Prepare Alternatives										80	30				10	40		55	80		32	128	44	16	17	532	$ 59,298	$ -	$ 10,330	$ 21,880	$ 27,108
	Prepare Report	32			40						16	24				20	20					32		32	112		328	$ 45,760	$ 10,736	$ 4,568	$ 7,560	$ 22,896
	QA/QC	24			40											5	20		15								104	$ 15,068	$ 9,338	$ -	$ 5,730	$ -
4	**Survey**																														
	Topographical Survey													128	320												448	$ 50,816	$ -	$ 50,816	$ -	$ -
	Base Map Preparation												120	80													200	$ 15,000	$ -	$ 15,000	$ -	$ -
	Horizontal Control													24	20												44	$ 4,568	$ -	$ 4,568	$ -	$ -
	Deed Review, Descriptions													120													120	$ 10,440	$ -	$ 10,440	$ -	$ -
	Locate Section Corners/													24	24												48	$ 5,064	$ -	$ 5,064	$ -	$ -
	Bench Level Run													24	40												64	$ 7,048	$ -	$ 7,048	$ -	$ -
	Utility Locates													24	80												104	$ 12,008	$ -	$ 12,008	$ -	$ -
	Title Search Information			v																							0	$ 39,600	$ -	$ 39,600	$ -	$ -
	Create TIN file												20														20	$ 1,340	$ -	$ 1,340	$ -	$ -
	QA/QC - Field Check of Survey	24				40	40							40													144	$ 13,580	$ 10,100	$ 3,480	$ -	$ -
5	**Geotechnical Investigation**																														
	Geotechnical Data Research				10	20	20																				50	$ 4,691	$ 4,691	$ -	$ -	$ -
	Perform Borings																										0	$ 10,000	$ 10,000	$ -	$ -	$ -
	Geotechnical Design Recommendations			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	Geotechnical Report			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	QA/QC	8		8																							16	$ 2,852	$ 2,852	$ -	$ -	$ -
6	**Utility Coordination**																														
	Utility Location / Verification																					40	16	140		8	204	$ 21,872	$ -	$ -	$ -	$ 21,872
	Surveying																											$ 48,000	$ -	$ -	$ -	$ 48,000
	Utility Plan Submittal																										120	$ 10,800	$ -	$ -	$ -	$ 10,800
	Utility Review Meetings / Coordination																						24	24			48	$ 6,000	$ -	$ -	$ -	$ 6,000
	QA/QC	20																					16	12			48	$ 7,141	$ 3,501	$ -	$ -	$ 3,640
7	**Environmental/Historical Review**																														
	NEPA Environmental Review																20	40									60	$ 8,000	$ -	$ -	$ 8,000	$ -
	Compile Data																	40									40	$ 4,800	$ -	$ -	$ 4,800	$ -
	Hazardous Material Review: (Lead and Metals Only)																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Wetlands and Habitat Investigation (Document Only No Field Investigation)																	40									40	$ 4,800	$ -	$ -	$ 4,800	$ -
	Wetland Permitting																	40									40	$ 4,800	$ -	$ -	$ 4,800	$ -
	Historical / Archeological Investigation																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Impacts to Misc. Environmental Resources																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Farmland Impact																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Endangered Species Review																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Public Land Impacts (4F or 6F)																	10									10	$ 1,200	$ -	$ -	$ 1,200	$ -
	Mine Remediation Plans/Report (Document Review)																20	30									50	$ 6,800	$ -	$ -	$ 6,800	$ -
	QA/QC	40			40												20										100	$ 15,337	$ 12,137	$ -	$ 3,200	$ -

MAIN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
8	**Preliminary Design Phase (30 percent plans)**																														
	Review Preliminary Design	4			16												10		10								40	$ 5,314	$ 2,794	$ -	$ 2,560	$ -
	Identify any Variances to Design Criteria																		5								5	$ 480	$ -	$ -	$ 480	$ -
	Preliminary Estimates and Construction Costs															5	5		10								20	$ 2,850	$ -	$ -	$ 2,850	$ -
	Hydrologic studies and Drainage Plans																10		40								50	$ 5,440	$ -	$ -	$ 5,440	$ -
	Conceptual Traffic Control Plan																20		40								180	$ 18,760	$ -	$ 11,720	$ 7,040	$ -
	Preliminary Design	16			40											2	30		70								158	$ 19,880	$ 7,836	$ -	$ 11,956	$ -
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			15							15	$ 1,500	$ -	$ -	$ 1,500	$ -
	Plan Sheets																10		20	40							70	$ 7,320	$ -	$ -	$ 7,320	$ -
	Profile Sheets																10		20	30							60	$ 6,520	$ -	$ -	$ 6,520	$ -
	Special Sheets																										0	$ -	$ -	$ -	$ -	$ -
	Traffic Control and Staging Concept									100	72						5		10	40							227	$ 23,468	$ -	$ 17,708	$ 5,760	$ -
	Preliminary Culvert Sections																		10	20							30	$ 2,960	$ -	$ -	$ 2,960	$ -
	Preliminary Cross Sections at 25 foot intervals	16			80														10								106	$ 14,030	$ 13,070	$ -	$ 960	$ -
	Tentative Easements and Right of Way Limits									120	40			40			5		5	10			42			40	302	$ 30,100	$ -	$ 18,280	$ 2,760	$ 9,540
	QA/QC	40			40											5	10		10			24	20	12	12	12	185	$ 26,211	$ 12,137	$ -	$ 3,650	$ 10,464
9	**Right of Way Plan Phase (60 percent plans)**																														
	R.O.W Design																					16	16				32	$ 4,000	$ -	$ -	$ -	$ 4,000
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			20							20	$ 2,000	$ -	$ -	$ 2,000	$ -
	Plan/Profile Sheets																20		60	80							160	$ 16,960	$ -	$ -	$ 16,960	$ -
	Special Sheets																10		10	20							40	$ 4,560	$ -	$ -	$ 4,560	$ -
	R.O.W. and Easement Plan Sheets																		20	40			60				140	$ 13,120	$ -	$ -	$ 5,920	$ 7,200
	Cross Sections	16			120														20								156	$ 20,125	$ 18,205	$ -	$ 1,920	$ -
	Construction Limits	16			80												10		20	20							146	$ 16,590	$ 13,070	$ -	$ 3,520	$ -
	Design Field Check and R.O.W Revisions	16			40											10	10		20	40		16	40			30	212	$ 26,676	$ 7,936	$ -	$ 9,700	$ 9,040
	R.O.W Revisions due to Owner Negotiations																		20	23		16	60			38	139	$ 15,060	$ -	$ -	$ 4,220	$ 10,840
	Construction Cost Estimate															5	10		10								25	$ 3,650	$ -	$ -	$ 3,650	$ -
	QA/QC	40			80						100			60		10	10		10			40	12		12		374	$ 50,040	$ 17,272	$ 19,120	$ 4,740	$ 8,908
10	**Permits**																														
	404 Permit																										0	$ -	$ -	$ -	$ -	$ -
	Floodplain Permit																										0	$ -	$ -	$ -	$ -	$ -
	SWPPP															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	Land Disturbance Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	NPDES Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
11	**Final Design Phase (100 percent plans)**																															
	Cover Sheet	1			5														5								11	$ 1,317	$ 817	$ -	$ 500	$ -
	Summary of Quantities Sheet	4			24						32	8					5		10			4	16				103	$ 11,197	$ 3,781	$ 3,576	$ 1,760	$ 2,080
	Typical Section Sheets	4			24														10			4	16				58	$ 6,661	$ 3,781	$ -	$ 1,000	$ 2,080
	General Notes Sheet	4			10												5		10			4	8				46	$ 5,634	$ 1,984	$ -	$ 2,280	$ 1,360
	Detail Sheets	10			40														10			4	16				90	$ 10,925	$ 6,885	$ -	$ 1,960	$ 2,080
	Horizontal/Vertical Control Sheets											8		40			5		10								63	$ 6,382	$ -	$ 4,582	$ 1,800	$ -
	Construction Phasing																10		10			8	16				54	$ 7,260	$ -	$ -	$ 4,560	$ 2,700
	Traffic Control Sheets	16			40												5		10								91	$ 11,696	$ 7,936	$ -	$ 3,760	$ -
	Geometric Sheets	16			40														10								86	$ 10,896	$ 7,936	$ -	$ 2,960	$ -
	Jointa and Grades Sheets	16			40												5		10								86	$ 11,196	$ 7,936	$ -	$ 3,260	$ -
	Roadway Plan and Profile Sheets	16			40																						56	$ 7,936	$ 7,936	$ -	$ -	$ -
	Construction Sheets / Grading Plans	16			40														10		20	8	40				134	$ 15,776	$ 7,936	$ -	$ 2,960	$ 4,880
	Removal Sheets																5		10		20	4	24				63	$ 6,560	$ -	$ -	$ 3,760	$ 2,800
	Retaining Wall Plan and Profile Sheets	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Retaining Wall Details	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Storm Drainage Plan and Profile Sheets					160																					160	$ 14,429	$ 14,429	$ -	$ -	$ -
	Culvert/Channel Cross-Section Sheets					80																					80	$ 7,214	$ 7,214	$ -	$ -	$ -
	Sediment and Erosion Control Sheets	16			80																						96	$ 13,070	$ 13,070	$ -	$ -	$ -
	Sanitary Sewer Plan and Profile Sheets																					8	32				40	$ 4,160	$ -	$ -	$ -	$ 4,160
	Traffic Signal Plan Sheets	24			80																						104	$ 14,471	$ 14,471	$ -	$ -	$ -
	Pavement Marking & Signing Sheets	24			80												5			20	20						149	$ 19,191	$ 14,471	$ -	$ 4,720	$ -
	Lighting Plan Sheets										32	16															48	$ 4,688	$ -	$ 4,688	$ -	$ -
	Landscaping Sheets																					32	80				112	$ 12,320	$ -	$ -	$ -	$ 12,320
	Right-of-Way Sheets																5		10		10	32	80			40	177	$ 20,840	$ -	$ -	$ 2,760	$ 18,080
	Roadway Cross-Section Sheets	40			120														10				5				175	$ 23,366	$ 22,456	$ -	$ 910	$ -
	Finalize H&H Report and Floodplain Development Permit, if necessary					80											10		20								110	$ 10,734	$ 7,214	$ -	$ 3,520	$ -
	Cost Estimates	16			40											5	10		10			16	16		8		121	$ 16,638	$ 7,936	$ -	$ 3,690	$ 4,952
	Special Provisions	16			24							8										8	8		8		72	$ 9,948	$ 5,882	$ 1,112	$ -	$ 2,952
	QA/QC	80			80							8				5	10		10			42	40		16	16	307	$ 43,564	$ 24,274	$ 1,112	$ 3,650	$ 14,528
12	**Bidding Phase**																															
	Advertise for and obtain bids for the proposed work	4			8							8															20	$ 2,839	$ 1,727	$ 1,112	$ -	$ -
	Attend Pre-Bid Meeting	2	2		2					4		8				5	5					8	8		8		46	$ 6,769	$ 925	$ 1,740	$ 1,890	$ 2,214
	Answer Design Questions	8			40												8					24	38		12		128	$ 16,373	$ 6,535	$ -	$ 1,280	$ 8,558
	Prepare Addenda	8			40												5					8	12				71	$ 9,375	$ 6,535	$ -	$ 800	$ 2,040
	Attend Bid Opening	2	2		2					4		8				5						8	8		8		41	$ 5,969	$ 925	$ 1,740	$ 1,090	$ 2,214
13	**Construction Administration**																															
	Attend Pre-Construction Meeting	2	2		2					2		4				5	5					4	4		4		34	$ 5,161	$ 925	$ 870	$ 1,890	$ 1,476
	Review Shop Drawings	8			40												20						16		16		100	$ 13,079	$ 6,535	$ -	$ 3,200	$ 3,344
	Prepare Change Orders	4			32												4					16	16				68	$ 8,808	$ 4,808	$ -	$ -	$ 4,000
	Prepare Revision Sheets	8			32																		8				48	$ 6,228	$ 5,508	$ -	$ -	$ 720
	Answer Design Questions	2			8											10	20						8				48	$ 7,477	$ 1,377	$ -	$ 5,380	$ 720
	Evaluate substitute "or equal" bids	1			6																		5				14	$ 1,852	$ 1,202	$ -	$ -	$ 450
	Conduct Site Visits	8			16						8	24										32	32				120	$ 15,466	$ 3,454	$ 3,952	$ -	$ 8,000
	Review and Certify Pay Requests	4			8																	8					20	$ 3,007	$ 1,727	$ -	$ -	$ 1,280
14	**Construction Inspection**																															
	Construction Inspection																										0	$ 500,000	$ 200,000	$ 100,000	$ 100,000	$ 100,000
	Total Manhours	1180	174	24	2167	340	80	40	184	38	500	502	140	604	484	148	589	250	800	698	40	555	1279	107	280	169	11352					
	Total Labor	$ 206,559	$ 27,690	$ 4,354	$ 280,745	$ 30,661	$ 5,411	$ 2,292	$ 11,322	$ 5,996	$ 38,500	$ 69,778	$ 9,380	$ 52,548	$ 60,015	$ 32,264	$ 91,040	$ 30,000	$ 76,800	$ 69,800	$ 5,760	$ 88,800	$ 115,110	$ 14,873	$ 33,320	$ 24,336		$ 1,958,905	$ 779,034	$ 375,788	$ 199,904	$ 430,199
	Total Labor and Expenses																											$ 1,968,255				

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	10000	MILES	0.56		$5,600.00
Travel, mile (survey vehicle)	5000	MILES	0.75		$3,750.00
			Total		**$9,350.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
Postage & Shipping Charges for Project Related Materials including	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost + 3%

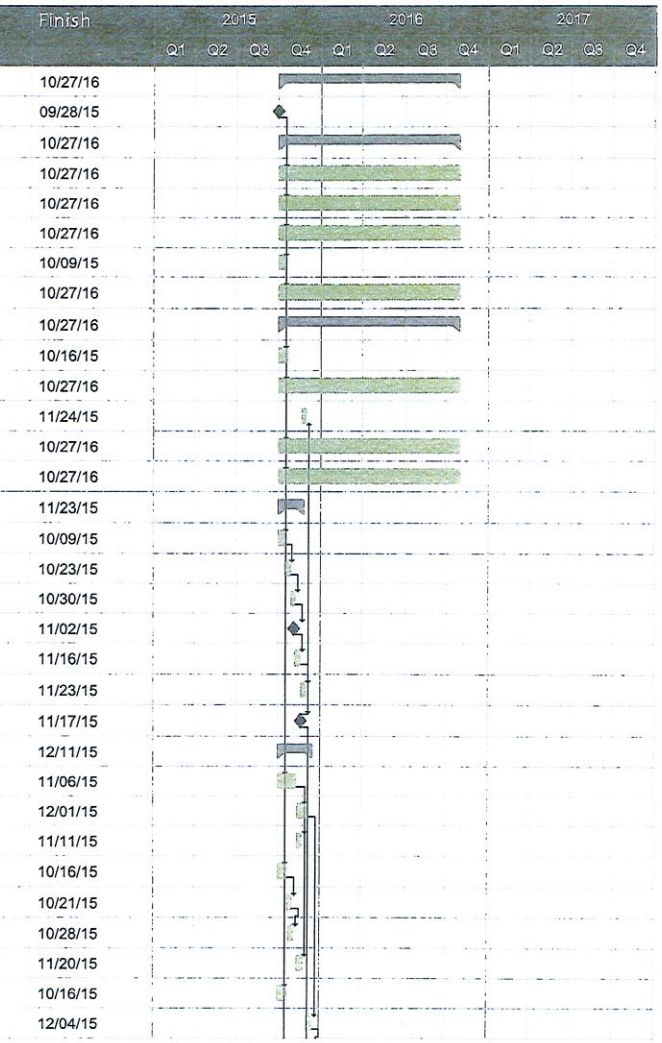
Assumptions

1. Construction Phase Services other than General Administration of Construction Contract are shown as an estimate for this project. Based on typical projects, the typical fee for these services is approximately 6% of the project cost.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD 2015
4. Three (3) options will be looked at during the conceptual phase.
5. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
6. Waterline relocation will be handled by Missouri American.
7. Assume 1 bid package and construction duration of 1 year.
8. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
9. Survey monument access boxes shall be an additional fee (Estimated 9 monuments $12,000).
10. Revisions to any stage of plans shall be considered additional services after approval by owner.
11. Fee proposal includes 24 pothole locations at $2000 per location.
12. Fee proposal does not include mobile LIDAR.
13. Survey Title Search information assumes 132 properties for title search @ $300 each
14. Storm Project 27 (27th to 28th Street culvert replacement) will remain a separate project, however need to be completed prior to the streetscape project.
15. Storm sewer improvements will be limited to the Main Street ROW. Downstream improvements off of Main are not included with this project.
16. No FEMA floodplains have been identified therefore no floodplain permits are necessary (FEMA or City)
17. No streamways will be affected by the project, no 404 permits are included with the scope of work.

DESIGN SCHEDULE

Main Street Streetscape

	Task Name	Duration	Start	Finish
1	**Main Street Streetscape Design Phase**	275d	09/28/15	10/27/16
2	Notice to Proceed	0	09/28/15	09/28/15
3	**Project Management**	275d	09/28/15	10/27/16
4	Overall Project Management	275d	09/28/15	10/27/16
5	Internal Project Management	275d	09/28/15	10/27/16
6	Coordination with Others	275d	09/28/15	10/27/16
7	Design Memorandum	10d	09/28/15	10/09/15
8	Monthly Progress Meetings (12 meetings)	275d	09/28/15	10/27/16
9	**Public Involvement / Communication Plan**	275d	09/28/15	10/27/16
10	Develop and Implement Communication Plan	15d	09/28/15	10/16/15
11	Develop and Update Project Website	275d	09/28/15	10/27/16
12	Prepare Public Meeting Exhibits	5d	11/18/15	11/24/15
13	Public Meetings/ Meetings with Coordinating Agencies	275d	09/28/15	10/27/16
14	Attend Meetings w/Commission and Provide Exhibits	275d	09/28/15	10/27/16
15	**Conceptual Phase**	41d	09/28/15	11/23/15
16	Prepare Alternatives	10d	09/28/15	10/09/15
17	Prepare Report	10d	10/12/15	10/23/15
18	QA/QC	5d	10/26/15	10/30/15
19	Submit Report to City	0	11/02/15	11/02/15
20	City Review Period	10d	11/03/15	11/16/15
21	Address City Comments	5d	11/17/15	11/23/15
22	Submit Final Report and Recommendation	0	11/17/15	11/17/15
23	**Survey**	53d	09/28/15	12/11/15
24	Topographical Survey	30d	09/28/15	11/06/15
25	Base Map Preparation	15d	11/09/15	12/01/15
26	Horizontal Control	3d	11/09/15	11/11/15
27	Deed Review, Descriptions	15d	09/28/15	10/16/15
28	Locate Section Corners	3d	10/19/15	10/21/15
29	Bench Level Run	5d	10/22/15	10/28/15
30	Utility Locates	10d	11/09/15	11/20/15
31	Title Search Information	15d	09/28/15	10/16/15
32	Create TIN file	3d	12/02/15	12/04/15



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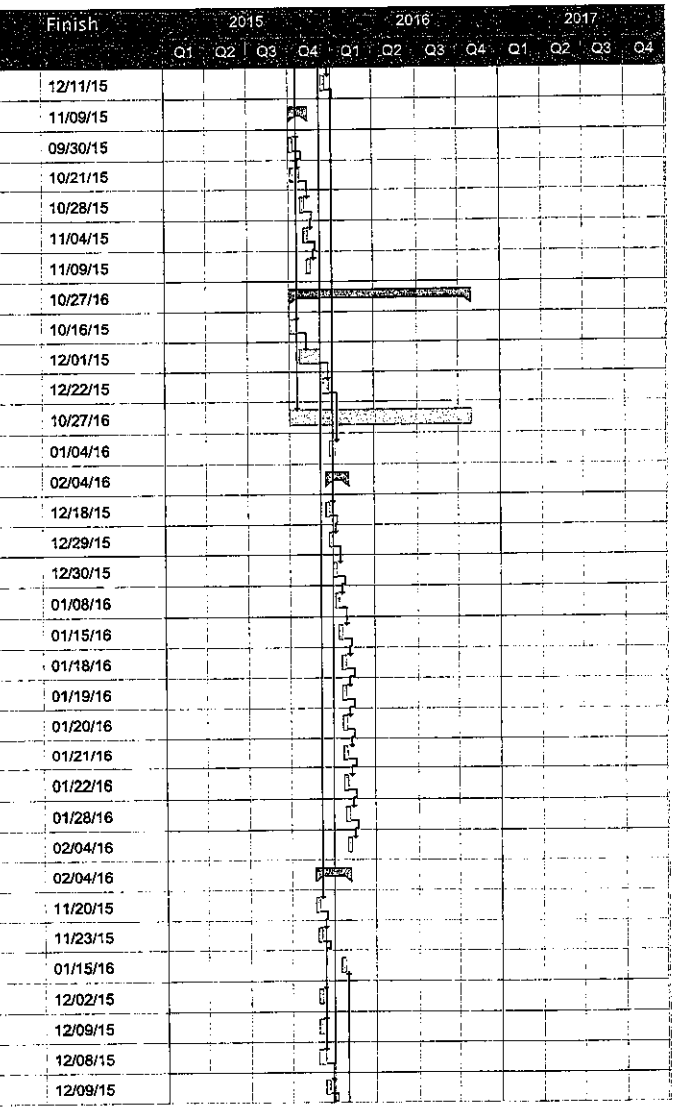
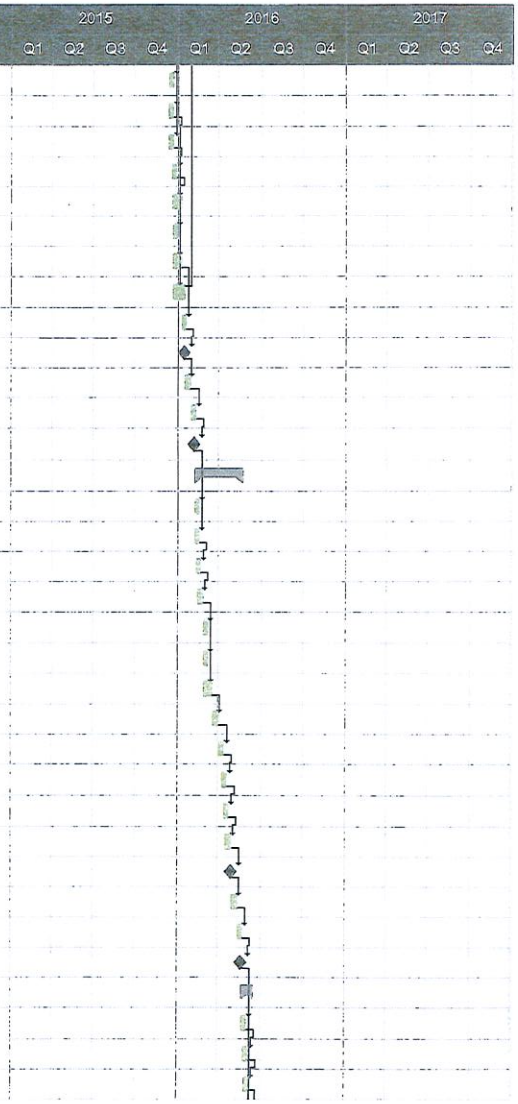
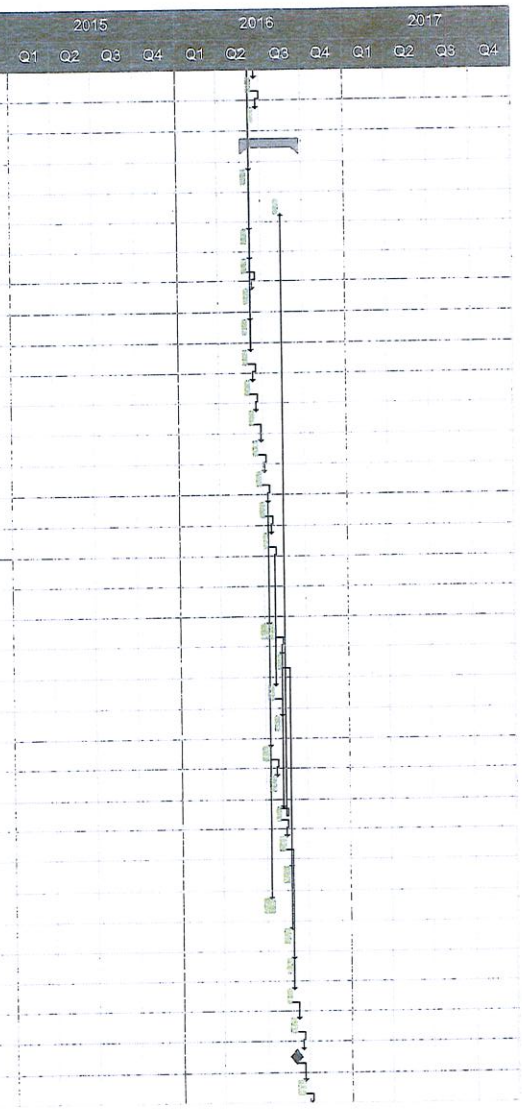
	Task Name	Duration	Start	Finish
33	QA/QC - Field Check of Survey	5d	12/07/15	12/11/15
34	Geotechnical Investigation	31d	09/28/15	11/09/15
35	Geotechnical Data Research	3d	09/28/15	09/30/15
36	Perform Borings	15d	10/01/15	10/21/15
37	Geotechnical Design Recommendations	5d	10/22/15	10/28/15
38	Geotechnical Report	5d	10/29/15	11/04/15
39	QA/QC	3d	11/05/15	11/09/15
40	Utility Coordination	275d	09/28/15	10/27/16
41	Utility Location / Verification	15d	09/28/15	10/16/15
42	Potholing	30d	10/19/15	12/01/15
43	Utility Plan Submittal	15d	12/02/15	12/22/15
44	Utility Review Meetings / Coordination	275d	09/28/15	10/27/16
45	QA/QC	5d	12/23/15	01/04/16
46	Environmental/Historical Review	35d	12/14/15	02/04/16
47	NEPA Environmental Review	5d	12/14/15	12/18/15
48	Compile Data	5d	12/21/15	12/29/15
49	Hazardous Material Review (Lead and Metals Only)	1d	12/30/15	12/30/15
50	Wetlands and Habitat Investigation (Document Only No Field Investigation)	5d	01/04/16	01/08/16
51	Wetland Permitting	5d	01/11/16	01/15/16
52	Historical / Archeological Investigation	1d	01/18/16	01/18/16
53	Impacts to Misc. Environmental Resources	1d	01/19/16	01/19/16
54	Farmland Impact	1d	01/20/16	01/20/16
55	Endangered Species Review	1d	01/21/16	01/21/16
56	Public Land Impacts (4F or 6F)	1d	01/22/16	01/22/16
57	Mine Remediation Plans/Report (Document Review)	4d	01/25/16	01/28/16
58	QA/QC	5d	01/29/16	02/04/16
59	Preliminary Design Phase (30 percent plans)	51d	11/18/15	02/04/16
60	Review Preliminary Design	3d	11/18/15	11/20/15
61	Identify any Variances to Design Criteria	1d	11/23/15	11/23/15
62	Preliminary Estimates and Construction Costs	2d	01/14/16	01/15/16
63	Hydrologic studies and Drainage Plans	5d	11/24/15	12/02/15
64	Conceptual Traffic Control Plan	10d	11/24/15	12/09/15
65	Preliminary Design	10d	11/23/15	12/08/15
66	Title Sheet	1d	12/09/15	12/09/15



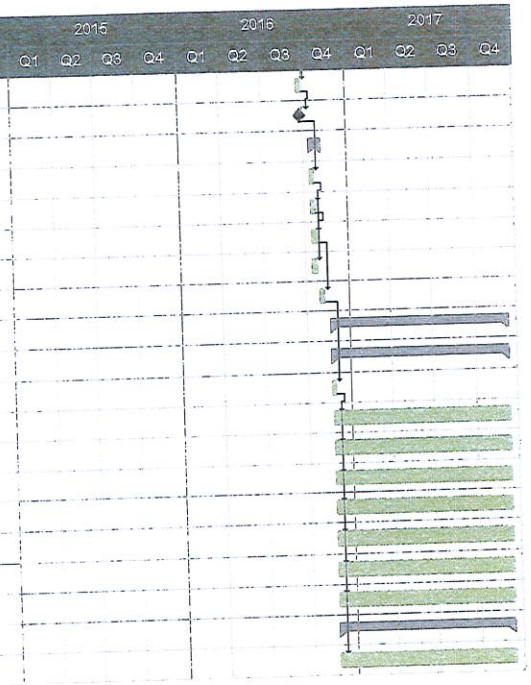
	Task Name	Duration	Start	Finish
	Typical Sheet	3d	12/10/15	12/14/15
	Plan Sheets	7d	12/09/15	12/17/15
	Profile Sheets	5d	12/09/15	12/15/15
	Special Sheets	1d	12/16/15	12/16/15
	Traffic Control and Staging Concept	10d	12/17/15	01/05/16
	Preliminary Culvert Sections	3d	12/18/15	12/22/15
	Preliminary Cross Sections at 25 foot intervals	10d	12/18/15	01/06/16
	Tentative Easements and Right of Way Limits	15d	12/18/15	01/13/16
	QA/QC	5d	01/07/16	01/13/16
	Submit Preliminary Design Phase Documents to City	0	01/13/16	01/13/16
	City Review Period	10d	01/14/16	01/27/16
	Address City Comments	5d	01/28/16	02/03/16
	Submit Revised Preliminary Design Phase Documents to City	0	02/04/16	02/04/16
	Right of Way Plan Phase (60 percent plans)	75d	02/05/16	05/19/16
	R.O.W Design	2d	02/05/16	02/08/16
	Title Sheet	1d	02/05/16	02/05/16
	Typical Sheet	3d	02/08/16	02/10/16
	Plan/Profile Sheets	10d	02/11/16	02/24/16
	Special Sheets	2d	02/25/16	02/26/16
	R.O.W. and Easement Plan Sheets	5d	02/25/16	03/02/16
	Cross Sections	15d	02/25/16	03/16/16
	Construction Limits	10d	03/17/16	03/30/16
	Design Field Check and R.O.W Revisions	5d	03/31/16	04/06/16
	R.O.W Revisions due to Owner Negotiations	3d	04/07/16	04/11/16
	Construction Cost Estimate	2d	04/12/16	04/13/16
	QA/QC	10d	04/14/16	04/27/16
	Submit Right of Way Plan Phase Documents to City	0	04/27/16	04/27/16
	City Review Period	10d	04/28/16	05/11/16
	Address City Comments	5d	05/12/16	05/18/16
	Submit Revised Right of Way Plan Phase Documents to City	0	05/19/16	05/19/16
	Permits	12d	05/20/16	06/07/16
	404 Permit	2d	05/20/16	05/23/16
	Floodplain Permit	2d	05/24/16	05/25/16
	SWPPP	5d	05/26/16	06/02/16



	Task Name	Duration	Start	Finish
101	Land Disturbance Permit	2d	06/03/16	06/06/16
102	NPDES Permit	1d	06/07/16	06/07/16
103	Final Design Phase (100 percent plans)	88d	05/20/16	09/23/16
104	Cover Sheet	1d	05/20/16	05/20/16
105	Summary of Quantities Sheet	5d	07/28/16	08/03/16
106	Typical Section Sheets	3d	05/20/16	05/24/16
107	General Notes Sheet	2d	05/20/16	05/23/16
108	Detail Sheets	5d	05/24/16	05/31/16
109	Horizontal/Vertical Control Sheets	5d	05/20/16	05/26/16
110	Construction Phasing	3d	05/20/16	05/24/16
111	Traffic Control Sheets	5d	05/25/16	06/01/16
112	Geometric Sheets	5d	06/02/16	06/08/16
113	Joints and Grades Sheets	5d	06/09/16	06/15/16
114	Roadway Plan and Profile Sheets	5d	06/16/16	06/22/16
115	Construction Sheets / Grading Plans	5d	06/23/16	06/29/16
116	Removal Sheets	3d	06/30/16	07/05/16
117	Retaining Wall Plan and Profile Sheets			
118	Retaining Wall Details			
119	Storm Drainage Plan and Profile Sheets	20d	06/23/16	07/21/16
120	Culvert/Channel Cross-Section Sheets	10d	07/22/16	08/04/16
121	Sediment and Erosion Control Sheets	10d	07/06/16	07/19/16
122	Sanitary Sewer Plan and Profile Sheets	5d	07/20/16	07/26/16
123	Traffic Signal Plan Sheets	10d	06/23/16	07/07/16
124	Pavement Marking & Signing Sheets	10d	07/08/16	07/21/16
125	Lighting Plan Sheets	4d	07/22/16	07/27/16
126	Landscaping Sheets	10d	07/28/16	08/10/16
127	Right-of-Way Sheets	10d	08/05/16	08/18/16
128	Roadway Cross-Section Sheets	15d	06/23/16	07/14/16
129	Finalize H&H Report and Floodplain Development Permit	10d	08/05/16	08/18/16
130	Cost Estimates	5d	08/11/16	08/17/16
131	Special Provisions	5d	08/11/16	08/17/16
132	QA/QC	10d	08/18/16	08/31/16
133	Submit Final Design Phase Documents to City	0	08/31/16	08/31/16
134	City Review Period	10d	09/01/16	09/15/16



	Task Name	Duration	Start	Finish
135	Address City Comments	5d	09/16/16	09/22/16
136	Submit Revised Final Design Phase Documents to City	0	09/23/16	09/23/16
137	Bidding Phase	14d	10/10/16	10/27/16
138	Advertise for and obtain bids for the proposed work	1d	10/10/16	10/10/16
139	Attend Pre-Bid Meeting	1d	10/11/16	10/11/16
140	Answer Design Questions	10d	10/12/16	10/25/16
141	Prepare Addenda	10d	10/11/16	10/24/16
142	Attend Bid Opening	1d	10/27/16	10/27/16
143	Main Street Streetscape Construction Phase	270d	11/18/16	12/13/17
144	Construction Administration	270d	11/18/16	12/13/17
145	Attend Pre-Construction Meeting	1d	11/18/16	11/18/16
146	Review Shop Drawings	269d	11/21/16	12/13/17
147	Prepare Change Orders	269d	11/21/16	12/13/17
148	Prepare Revision Sheets	269d	11/21/16	12/13/17
149	Answer Design Questions	269d	11/21/16	12/13/17
150	Evaluate substitute "or equal" bids	269d	11/21/16	12/13/17
151	Conduct Site Visits	269d	11/21/16	12/13/17
152	Review and Certify Pay Requests	269d	11/21/16	12/13/17
153	Construction Inspection	269d	11/21/16	12/13/17
154	Construction Inspection			



CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

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34. LOBBYING

1. <u>EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)</u>
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and 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 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of 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.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, 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. Section 109 further provides that 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, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

~~G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).~~

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts over $10,000)

A. The contractor 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 otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: 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 Contractor 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 Contractor'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 Contractor 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 applicants and employees.

E. The Contractor 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 the 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 Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 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 Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

~~A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.~~

~~B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.~~

~~C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.~~

~~D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.~~

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

~~20. ENERGY EFFICIENCY~~

~~The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).~~

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

COUNCIL BILL NO. 2015-148 ORDINANCE NO

AN ORDINANCE approving an agreement for JET Associates not to exceed Eight Hundred Ninety Nine Thousand and no/100 Dollars ($899,000.00) for Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project and containing an emergency clause.

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

Section 1. Approval of an agreement for JET Associates not to exceed Eight Hundred Ninety Nine Thousand and no/100 Dollars ($899,000.00) for Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with JET 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015- 148

Item: Agreement with JET Associates for Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Avenue.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-148

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

Recommended Action: Approval of an Agreement with JET Associates in the not to exceed the amount of $899,000.00 for Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Ave.

Background:
In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: By state statue the qualification based selection was used for procurement. City staff advertised in the Joplin Globe for one day and received 11 sets of qualifications from consulting firms for this project. The Joplin Missouri Joint Engineering Team which is made up of Olsson Associates, Tran-Systems Civil-Engineering, Tri-State Engineering, and CJW Transportation Engineers was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of an Agreement with JET Associates in the not to exceed amount of $899,000.00 for Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Ave. be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

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

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

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

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of Eight hundred, nine hundred ninety-nine thousand Dollars ($ 899,000).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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 B, 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 and B 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)

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.

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 2030-17.030.

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.

PART 3 – Exclusions and Assumptions

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Waterline design is not included in this Contract
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in the Contract.
3. Environmental services other than those explicitly defined in the scope and beyond the normal services to fulfill the requirements of a Categorical Exclusion II (CE2) are not included in the Contract. This includes, but is not limited to, the exclusion of a traffic noise study.
4. Stormwater detention and water quality design services are not included in the Contract.
5. Temporary traffic signal design.
6. CLOMR or LOMRs are not included in the Contract.
7. Construction administration services other than those explicitly defined in the scope are not included in the Contract.
8. As-built drawing preparation is not included in the Contract.
9. Mobile LIDAR is not included in the Contract.

B. Assumptions:

1. A total of two (2) concepts will be investigated as part of this scope.
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by the city.
3. Waterline relocation will be handled by Missouri American.
4. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
5. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
6. Survey monument access boxes shall be an additional fee.
7. Revisions to any stage of plans shall be considered additional services after approval by owner.
8. Survey deed review and description includes easement preparation (assume 46 temp easements & 20 permanent easements) and review of all property descriptions.
9. Survey Title Search information assumes 46 properties for title search.

PART 4 - Geotechnical Investigation and Evaluation

A. Field Exploration
   1. We will arrange to have public utilities located through the Missouri One-Call system.
   2. We will coordinate traffic control at each boring location, if required. We anticipate that traffic control will consist of two signs and traffic cones that will be placed around the drill rig.
   3. We propose to drill a total of 6 borings along the proposed roadway alignment. Each boring will be drilled to a maximum depth of 5 feet below the existing ground surface or to practical auger refusal, whichever occurs first.
   4. We propose to obtain pavement core samples at each of the boring locations to help evaluate the pavement thicknesses and composition. In addition, soil samples will be obtained at each boring location using thin walled tube or split barrel sampling techniques.
   5. We will document the thickness of the existing pavement section at each boring location, as well as the thickness of any sub-base material. We will also obtain water level readings in each boring during drilling and immediately upon completion of drilling operations. Upon completion, the borings will be backfilled and the pavement patched with an asphaltic concrete cold mix or a grout.
   6. We propose to perform a visual pavement condition survey to help in identifying the areas of pavement distress.

B. Laboratory Services
   1. Soil samples obtained from the borings will be returned to our laboratory for testing and visual classification. Testing will include moisture content and dry unit weight on thin walled tube samples, moisture content on split barrel samples, and Atterberg limit tests to aid in classifying the soils using the Uniform Soil Classification System (USCS).

C. Engineering Analysis and Report
   1. Upon completion of the laboratory testing services, we will prepare a geotechnical engineering report.
   2. The report will provide typed boring logs and the results of the laboratory testing program. The report will also provide geotechnical recommendations regarding:
      i. Mill and overlay options for the existing pavement section including pictures of each location.
      ii. If mill and overlay is not feasible, based on the findings from the borings and engineer site visit, new pavement section thicknesses based on anticipated traffic volumes (provided by others).
      iii. As applicable, pavement subgrade recommendations.

DESIGN FEE

Appendix A
Total Project Fee

20th Street Streetscape
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 68,000
2	Public Involvement / Communication Plan	$ 64,000
3	Conceptual Phase	$ 47,000
4	Survey	$ 80,000
5	Geotechnical Investigation	$ 16,000
6	Utility Coordination	$ 40,000
7	Environmental/Historical Review	$ 25,000
8	Preliminary Design Phase (30 percent plans)	$ 64,000
9	Right of Way Plan Phase (60 percent plans)	$ 80,000
10	Permits	$ 16,000
11	Final Design Phase (100 percent plans)	$ 147,000
12	Bidding Phase	$ 20,000
13	Construction Administration	$ 32,000
14	Construction Inspection	$ 195,000
	Expenses	$ 5,000
	Total Project Cost (Not Including Construction Inspection)	**$ 704,000**
	Total Project Cost (Including Construction Inspection)	**$ 899,000**

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
		Project Manager	Task Manager	Senior Engineer	Project Engineer	Associate Engineer	Surveyor	Assistant Surveyor	Administrative Assistant	Principal	Senior Designer	Senior Engineer	Associate Engineer	Surveyor	3 Person Survey Crew	Engineer IV	Engineer III	Engineer II	Engineer I	Technician II												
		$ 160.00	$ 140.00	$ 125.00	$ 105.00	$ 90.00	$ 90.00	$ 70.00	$ 65.00	$ 170.00	$ 150.00	$ 135.00	$ 115.00	$ 105.00	$ 210.00	$ 150.00	$ 135.00	$ 115.00	$ 95.00	$ 85.00												
1	**Project Management**																														
	Overall Project Management	160	40													10											210	$ 36,554	$ 34,374	$ -	$ 2,180	$ -
	Internal Project Management	80			40					2		12					10							8	8	4	174	$ 26,991	$ 19,139	$ 1,982	$ 1,600	$ 4,240
	Coordination with Others	24	24		50					2		8					10								8		126	$ 18,417	$ 14,438	$ 1,426	$ 1,600	$ 952
	Design Memorandum	24			50					2		8					8				4	4		4			104	$ 14,802	$ 10,626	$ 1,426	$ 1,280	$ 1,470
	Monthly Progress Meetings (12 meetings)	24	24		24					18		18				10	8							12			156	$ 23,237	$ 11,101	$ 5,328	$ 3,460	$ 3,348
2	**Public Involvement / Communication Plan**																														
	Develop and Implement Communication Plan	60	16		80				24			12				3	2							4	4		211	$ 29,430	$ 24,796	$ 1,668	$ 974	$ 1,992
	Develop and Update Project Website	60	16		80				80			10										2	24				272	$ 32,111	$ 28,241	$ 1,390	$ -	$ 2,480
	Prepare Public Meeting Exhibits	24	16		80				80	2	16	12					10		10	20		2	16				288	$ 31,473	$ 21,939	$ 3,214	$ 4,560	$ 1,760
	Public Meetings/ Meetings with Coordinating Agencies	16	16		16							8				10	8					8		4	4		88	$ 13,960	$ 7,401	$ 1,112	$ 3,460	$ 1,992
	Attend Meetings w/Commission and Provide Exhibits	16	16		16					2	16	8				5						8		3	4		91	$ 12,842	$ 7,401	$ 2,658	$ 1,080	$ 1,693
3	**Conceptual Phase**																														
	Prepare Alternatives										80	36				10	40		55	80		32	128	44	18	17	532	$ 59,298	$ -	$ 10,330	$ 21,860	$ 27,108
	Prepare Report	32			40						16	24				20	20					32		32	112		328	$ 45,760	$ 10,736	$ 4,568	$ 7,560	$ 22,896
	QA/QC	24			40											5	20		15								104	$ 10,068	$ 9,336	$ -	$ 5,730	$ -
4	**Survey**																														
	Topographical Survey													128	320												448	$ 50,816	$ -	$ 50,816	$ -	$ -
	Base Map Preparation												120	80													200	$ 15,000	$ -	$ 15,000	$ -	$ -
	Horizontal Control													24	20												44	$ 4,568	$ -	$ 4,568	$ -	$ -
	Deed Review, Descriptions													120													120	$ 10,440	$ -	$ 10,440	$ -	$ -
	Locate Section Corners/													24	24												48	$ 5,064	$ -	$ 5,064	$ -	$ -
	Bench Level Run													24	40												64	$ 7,048	$ -	$ 7,048	$ -	$ -
	Utility Locates													24	80												104	$ 12,008	$ -	$ 12,008	$ -	$ -
	Title Search Information																										0	$ 39,600	$ -	$ 39,600	$ -	$ -
	Create TIN file												20														20	$ 1,340	$ -	$ 1,340	$ -	$ -
	QA/QC - Field Check of Survey	24				40	40							40													144	$ 13,580	$ 10,100	$ 3,480	$ -	$ -
5	**Geotechnical Investigation**																														
	Geotechnical Data Research				10	20	20																				50	$ 4,891	$ 4,891	$ -	$ -	$ -
	Perform Borings																										0	$ 160,000	$ 10,000	$ -	$ -	$ -
	Geotechnical Design Recommendations			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	Geotechnical Report			8	40																						48	$ 6,586	$ 6,586	$ -	$ -	$ -
	QA/QC	8		8																							16	$ 2,852	$ 2,852	$ -	$ -	$ -
6	**Utility Coordination**																														
	Utility Location / Verification																					40	16	140		8	204	$ 21,472	$ -	$ -	$ -	$ 21,872
	Railroads																														
	Utility Plan Submittal																										120	$ 10,800	$ -	$ -	$ -	$ 10,800
	Utility Review Meetings / Coordination																										48	$ 6,000	$ -	$ -	$ -	$ 6,000
	QA/QC	20																									48	$ 7,141	$ 3,501	$ -	$ -	$ 3,640
7	**Environmental/Historical Review**																														
	NEPA Environmental Review																														
	Compile Data																														
	Hazardous Material Review (Lead and Metals Only)																														
	Wetlands and Habitat Investigation (Document Only No Field Investigation)																														
	Wetland Permitting																														
	Historical / Archeological Investigation																														
	Impacts to Misc. Environmental Resources																														
	Farmland Impact																														
	Endangered Species Review																														
	Public Land Impacts (4F or 6F)																														
	Mine Remediation Plans/Report (Document Review)																														
	QA/QC	40			40																										

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates							CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
		Project Manager	Civil Manager	Senior Engineer	Project Engineer	Assistant Engineer	Surveyor	Assistant Surveyor	Administrative Assistant	Principal	Senior Designer	Senior Engineer	Assistant Designer	Assistant Engineer	Survey Crew	Project Manager	Engineer	Senior Engineer	Assistant Engineer	Technician											
		$ 175.00	$ 159.74	$ 161.01	$ 129.20	$ 90.50	$ 90.50	$ 57.70	$ 64.40	$ 200.00	$ 150.00	$ 140.00	$ 120.00	$ 110.00	$ 200.00	$ 175.00	$ 140.00	$ 130.00	$ 110.00	$ 90.00											
8	**Preliminary Design Phase (30 percent plans)**																														
	Review Preliminary Design	4			16												10		10								40	$ 5,314	$ 2,754	$ -	$ 2,560	$ -
	Identify any Variances to Design Criteria																5		5								10	$ 480	$ -	$ -	$ 480	$ -
	Preliminary Estimates and Construction Costs															5	5		10								20	$ 2,850	$ -	$ -	$ 2,850	$ -
	Hydrologic studies and Drainage Plans																10		40								50	$ 5,440	$ -	$ -	$ 5,440	$ -
	Conceptual Traffic Control Plan									80	40						20		40								180	$ 18,760	$ -	$ 11,720	$ 7,040	$ -
	Preliminary Design	16			40											2	30		70								158	$ 19,892	$ 7,936	$ -	$ 11,956	$ -
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			15							15	$ 1,500	$ -	$ -	$ 1,500	$ -
	Plan Sheets																10		20	40							70	$ 7,520	$ -	$ -	$ 7,520	$ -
	Profile Sheets																10		20	30							60	$ 6,530	$ -	$ -	$ 6,530	$ -
	Special Sheets																										0	$ -	$ -	$ -	$ -	$ -
	Traffic Control and Staging Concept									100	72						5		10	40							227	$ 23,468	$ -	$ 17,708	$ 5,760	$ -
	Preliminary Culvert Sections																		10	20							30	$ 2,960	$ -	$ -	$ 2,960	$ -
	Preliminary Cross Sections at 25 foot intervals	16			80														10								106	$ 14,030	$ 13,070	$ -	$ 960	$ -
	Tentative Easements and Right of Way Limits									120	40		40				5		5	10			42			40	302	$ 30,100	$ -	$ 18,280	$ 2,280	$ 9,540
	QA/QC	40			40											5	10		10			24	20	12	12	12	185	$ 26,251	$ 12,137	$ -	$ 3,650	$ 10,464
9	**Right of Way Plan Phase (60 percent plans)**																														
	R.O.W. Design																					16	16				32	$ 4,000	$ -	$ -	$ -	$ 4,000
	Title Sheet																			5							5	$ 500	$ -	$ -	$ 500	$ -
	Typical Sheet																			20							20	$ 2,000	$ -	$ -	$ 2,000	$ -
	Plan/Profile Sheets																20		60	80							160	$ 16,960	$ -	$ -	$ 16,960	$ -
	Special Sheets																10		10	20							40	$ 4,560	$ -	$ -	$ 4,560	$ -
	R.O.W. and Easement Plan Sheets																		20	40			80				140	$ 13,120	$ -	$ -	$ 5,920	$ 7,200
	Cross Sections	16			120														20								156	$ 20,125	$ 18,205	$ -	$ 1,920	$ -
	Construction Limits	16			80												10		20	20							146	$ 18,590	$ 13,070	$ -	$ 5,520	$ -
	Design Field Check and R.O.W Revisions	16			40											10	10		20	40		16	40			39	217	$ 26,676	$ 7,936	$ -	$ 9,760	$ 9,040
	R.O.W Revisions due to Owner Negotiations																		20	23		16	40			20	139	$ 15,060	$ -	$ -	$ 4,220	$ 10,840
	Construction Cost Estimate															5	10		10								25	$ 3,650	$ -	$ -	$ 3,650	$ -
	QA/QC	40			80						100		60			10	10		10			48	12		12		374	$ 50,040	$ 17,272	$ 19,120	$ 4,740	$ 8,908
10	**Permits**																														
	404 Permit																										0	$ -	$ -	$ -	$ -	$ -
	Floodplain Permit																										0	$ -	$ -	$ -	$ -	$ -
	SWPPP															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	Land Disturbance Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -
	NPDES Permit															1	15		35								51	$ 5,978	$ -	$ -	$ 5,978	$ -

MAN-HOUR ESTIMATE - MAIN STREET STREETSCAPE FROM 15TH STREET TO 32ND STREET

Task No.	Description of Work Items / Tasks	Olsson Associates								CJW						TranSystems					TSE						Total Manhours	Total Labor Fee	Total Olsson Fee	Total CJW Fee	Total TranSystems Fee	Total TSE Fee
11	**Final Design Phase (100 percent plans)**																															
	Cover Sheet	1			5															5							11	$ 1,317	$ 817	$ -	$ 500	$ -
	Summary of Quantities Sheet	4			24						32	8					5		10			4	16				103	$ 11,197	$ 3,781	$ 3,576	$ 1,760	$ 2,080
	Typical Section Sheets	4			24															10		4	16				58	$ 6,881	$ 3,781	$ -	$ 1,000	$ 2,080
	General Notes Sheet	4			10												5		5	10		4	8				46	$ 5,624	$ 1,984	$ -	$ 2,280	$ 1,360
	Detail Sheets	10			40														10	10		4	16				90	$ 10,925	$ 6,885	$ -	$ 1,960	$ 2,080
	Horizontal/Vertical Control Sheets											8		40			5			10							63	$ 6,392	$ -	$ 4,592	$ 1,800	$ -
	Construction Phasing																10		10	20		8	16				54	$ 7,280	$ -	$ -	$ 4,560	$ 2,720
	Traffic Control Sheets	16			40												5		10	20							91	$ 11,496	$ 7,936	$ -	$ 3,760	$ -
	Geometric Sheets	16			40														10	20							86	$ 10,896	$ 7,936	$ -	$ 2,960	$ -
	Joints and Grades Sheets	16			40												9		10	15							86	$ 11,196	$ 7,936	$ -	$ 3,260	$ -
	Roadway Plan and Profile Sheets	16			40																						56	$ 7,036	$ 7,936	$ -	$ -	$ -
	Construction Sheets / Grading Plans	16			40														10	20		8	40				134	$ 15,776	$ 7,936	$ -	$ 2,960	$ 4,880
	Removal Sheets																5		10	20		4	24				63	$ 6,560	$ -	$ -	$ 3,760	$ 2,800
	Retaining Wall Plan and Profile Sheets	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Retaining Wall Details	0			0																						0	$ -	$ -	$ -	$ -	$ -
	Storm Drainage Plan and Profile Sheets					160																					160	$ 14,429	$ 14,429	$ -	$ -	$ -
	Culvert/Channel Cross-Section Sheets					80																					80	$ 7,214	$ 7,214	$ -	$ -	$ -
	Sediment and Erosion Control Sheets	16			80																						96	$ 13,070	$ 13,070	$ -	$ -	$ -
	Sanitary Sewer Plan and Profile Sheets																					8	32				40	$ 4,160	$ -	$ -	$ -	$ 4,160
	Traffic Signal Plan Sheets	24			80																						104	$ 14,471	$ 14,471	$ -	$ -	$ -
	Pavement Marking & Signing Sheets	24			80												5		20	20							149	$ 19,191	$ 14,471	$ -	$ 4,720	$ -
	Lighting Plan Sheets										32	16															48	$ 4,688	$ -	$ 4,688	$ -	$ -
	Landscaping Sheets																					32	80				112	$ 12,320	$ -	$ -	$ -	$ 12,320
	Right-of-Way Sheets																5		10	10		32	80			40	177	$ 20,840	$ -	$ -	$ 2,760	$ 18,080
	Roadway Cross-Section Sheets	40			120														10								170	$ 23,366	$ 22,496	$ -	$ 870	$ -
	Finalize H&H Report and Floodplain Development Permit, if necessary					80											10		20								110	$ 10,734	$ 7,214	$ -	$ 3,520	$ -
	Cost Estimates	16			40											5	10		10			16	16		8		121	$ 16,538	$ 7,936	$ -	$ 3,650	$ 4,952
	Special Provisions	16			24							8										8	8		8		72	$ 9,946	$ 5,882	$ 1,112	$ -	$ 2,952
	QA/QC	80			80							8				5	10		10			42	40		16	16	307	$ 43,564	$ 24,274	$ 1,112	$ 3,650	$ 14,528
12	**Bidding Phase**																															
	Advertise for and obtain bids for the proposed work	4			8							8															20	$ 2,839	$ 1,727	$ 1,112	$ -	$ -
	Attend Pre-Bid Meeting	2	2		2					4		8				5	5					8	6		6		46	$ 6,769	$ 925	$ 1,740	$ 1,680	$ 2,214
	Answer Design Questions	8			40												8					34	36		12		128	$ 16,323	$ 6,535	$ -	$ 1,280	$ 6,508
	Prepare Addenda	8			40												5					8	12				71	$ 9,375	$ 6,535	$ -	$ 800	$ 2,040
	Attend Bid Opening	2	2		2					4		8				5						8	6		6		41	$ 5,989	$ 925	$ 1,740	$ 1,080	$ 2,214
13	**Construction Administration**																															
	Attend Pre-Construction Meeting	2	2		2					2		4				5	5					4	4		4		34	$ 5,161	$ 925	$ 870	$ 1,890	$ 1,476
	Review Shop Drawings	8			40												20						16		16		100	$ 13,079	$ 6,535	$ -	$ 3,200	$ 3,344
	Prepare Change Orders	4			32																	16	16				68	$ 8,808	$ 4,808	$ -	$ -	$ 4,000
	Prepare Revision Sheets	8			32																		8				48	$ 6,228	$ 5,508	$ -	$ -	$ 720
	Answer Design Questions	2			8											10	20						8				48	$ 7,477	$ 1,377	$ -	$ 5,380	$ 720
	Evaluate substitute "or equal" bids	1			8																		5				14	$ 1,852	$ 1,392	$ -	$ -	$ 460
	Conduct Site Visits	8			16						8	24										32	32				120	$ 15,406	$ 3,454	$ 3,952	$ -	$ 8,000
	Review and Certify Pay Requests	4			8																	8					20	$ 3,007	$ 1,727	$ -	$ -	$ 1,280
14	**Construction Inspection**																															
	Construction Inspection																										0	$ 500,000	$ 200,000	$ 100,000	$ 100,000	$ 100,000
	Total Manhours	1180	174	24	2167	340	60	40	184	38	500	502	140	604	484	148	569	250	800	888	40	555	1279	107	280	169	11352					
	Total Labor	$ 266,559	$ 27,890	$ 4,354	$ 280,745	$ 30,661	$ 5,411	$ 2,292	$ 11,322	$ 5,966	$ 38,500	$ 68,776	$ 9,380	$ 52,546	$ 60,016	$ 32,264	$ 91,040	$ 30,000	$ 76,800	$ 68,800	$ 5,760	$ 88,800	$ 110,110	$ 14,873	$ 33,320	$ 24,336		$ 1,958,905	$ 779,034	$ 373,788	$ 399,964	$ 430,199
	Total Labor and Expenses																											$ 1,958,255				



TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	10000	MILES	0.56		$5,600.00
Travel, mile (survey vehicle)	5000	MILES	0.75		$3,750.00
			Total		**$9,350.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
Postage & Shipping Charges for Project Related Materials including	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost + 3%

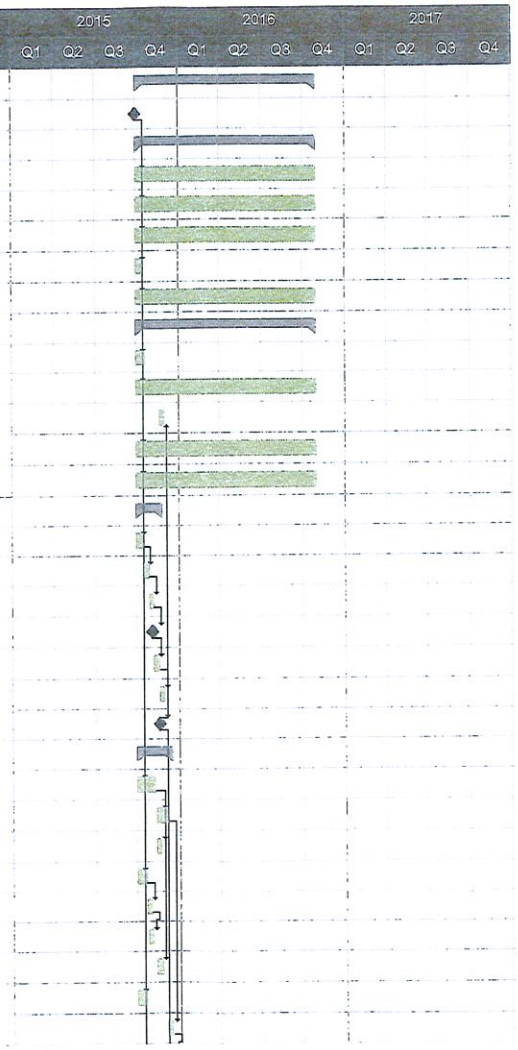
Assumptions

1. Construction Phase Services other than General Administration of Construction Contract are shown as an estimate for this project. Based on typical projects, the typical fee for these services is approximately 6% of the project cost.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD 2015
4. Three (3) options will be looked at during the conceptual phase.
5. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
6. Waterline relocation will be handled by Missouri American.
7. Assume 1 bid package and construction duration of 1 year.
8. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
9. Survey monument access boxes shall be an additional fee (Estimated 9 monuments $12,000).
10. Revisions to any stage of plans shall be considered additional services after approval by owner.
11. Fee proposal includes 24 pothole locations at $2000 per location.
12. Fee proposal does not include mobile LIDAR.
13. Survey Title Search information assumes 132 properties for title search @ $300 each
14. Storm Project 27 (27th to 28th Street culvert replacement) will remain a separate project, however need to be completed prior to the streetscape project.
15. Storm sewer improvements will be limited to the Main Street ROW. Downstream improvements off of Main are not included with this project.
16. No FEMA floodplains have been identified therefore no floodplain permits are necessary (FEMA or City)
17. No streamways will be affected by the project, no 404 permits are included with the scope of work.

DESIGN SCHEDULE

Main Street Streetscape

	Task Name	Duration	Start	Finish
1	Main Street Streetscape Design Phase	275d	09/28/15	10/27/16
2	Notice to Proceed	0	09/28/15	09/28/15
3	Project Management	275d	09/28/15	10/27/16
4	Overall Project Management	275d	09/28/15	10/27/16
5	Internal Project Management	275d	09/28/15	10/27/16
6	Coordination with Others	275d	09/28/15	10/27/16
7	Design Memorandum	10d	09/28/15	10/09/15
8	Monthly Progress Meetings (12 meetings)	275d	09/28/15	10/27/16
9	Public Involvement / Communication Plan	275d	09/28/15	10/27/16
10	Develop and Implement Communication Plan	15d	09/28/15	10/16/15
11	Develop and Update Project Website	275d	09/28/15	10/27/16
12	Prepare Public Meeting Exhibits	5d	11/18/15	11/24/15
13	Public Meetings/ Meetings with Coordinating Agencies	275d	09/28/15	10/27/16
14	Attend Meetings w/Commission and Provide Exhibits	275d	09/28/15	10/27/16
15	Conceptual Phase	41d	09/28/15	11/23/15
16	Prepare Alternatives	10d	09/28/15	10/09/15
17	Prepare Report	10d	10/12/15	10/23/15
18	QA/QC	5d	10/26/15	10/30/15
19	Submit Report to City	0	11/02/15	11/02/15
20	City Review Period	10d	11/03/15	11/16/15
21	Address City Comments	5d	11/17/15	11/23/15
22	Submit Final Report and Recommendation	0	11/17/15	11/17/15
23	Survey	53d	09/28/15	12/11/15
24	Topographical Survey	30d	09/28/15	11/06/15
25	Base Map Preparation	15d	11/09/15	12/01/15
26	Horizontal Control	3d	11/09/15	11/11/15
27	Deed Review, Descriptions	15d	09/28/15	10/16/15
28	Locate Section Corners	3d	10/19/15	10/21/15
29	Bench Level Run	5d	10/22/15	10/28/15
30	Utility Locates	10d	11/09/15	11/20/15
31	Title Search Information	15d	09/28/15	10/16/15
32	Create TIN file	3d	12/02/15	12/04/15



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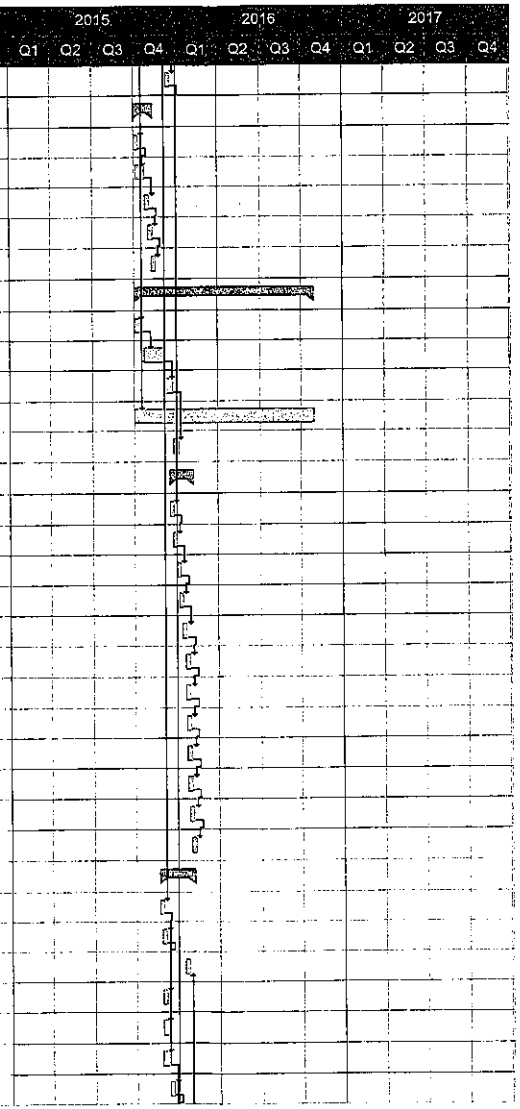
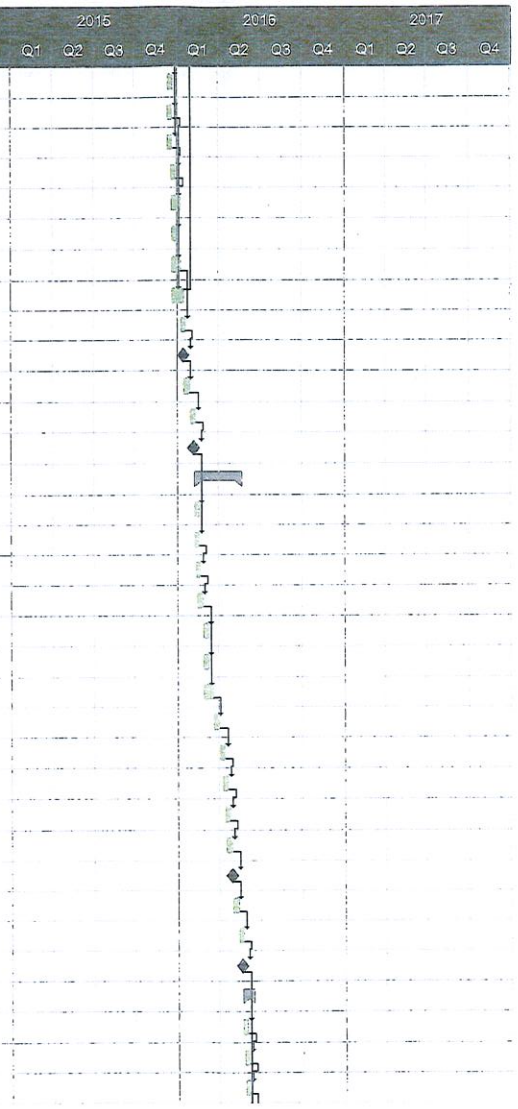
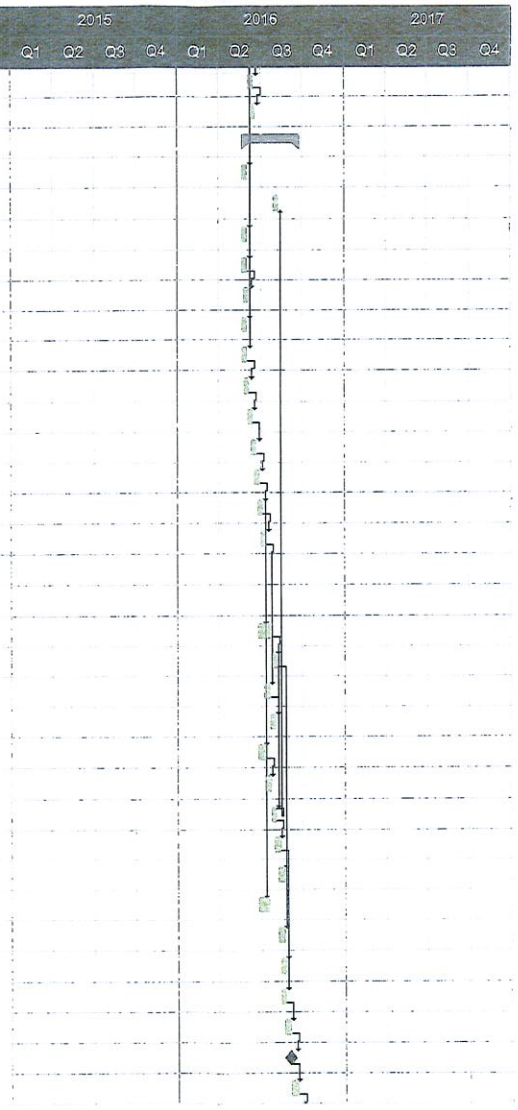
	Task Name	Duration	Start	Finish
33	QA/QC - Field Check of Survey	5d	12/07/15	12/11/15
34	Geotechnical Investigation	31d	09/28/15	11/09/15
35	Geotechnical Data Research	3d	09/28/15	09/30/15
36	Perform Borings	15d	10/01/15	10/21/15
37	Geotechnical Design Recommendations	5d	10/22/15	10/28/15
38	Geotechnical Report	5d	10/29/15	11/04/15
39	QA/QC	3d	11/05/15	11/09/15
40	Utility Coordination	275d	09/28/15	10/27/16
41	Utility Location / Verification	15d	09/28/15	10/16/15
42	Potholing	30d	10/19/15	12/01/15
43	Utility Plan Submittal	15d	12/02/15	12/22/15
44	Utility Review Meetings / Coordination	275d	09/28/15	10/27/16
45	QA/QC	5d	12/23/15	01/04/16
46	Environmental/Historical Review	35d	12/14/15	02/04/16
47	NEPA Environmental Review	5d	12/14/15	12/18/15
48	Compile Data	5d	12/21/15	12/29/15
49	Hazardous Material Review (Lead and Metals Only)	1d	12/30/15	12/30/15
50	Wetlands and Habitat Investigation (Document Only No Field Investigation)	5d	01/04/16	01/08/16
51	Wetland Permitting	5d	01/11/16	01/15/16
52	Historical / Archeological Investigation	1d	01/18/16	01/18/16
53	Impacts to Misc. Environmental Resources	1d	01/19/16	01/19/16
54	Farmland Impact	1d	01/20/16	01/20/16
55	Endangered Species Review	1d	01/21/16	01/21/16
56	Public Land Impacts (4F or 6F)	1d	01/22/16	01/22/16
57	Mine Remediation Plans/Report (Document Review)	4d	01/25/16	01/28/16
58	QA/QC	5d	01/29/16	02/04/16
59	Preliminary Design Phase (30 percent plans)	51d	11/18/15	02/04/16
60	Review Preliminary Design	3d	11/18/15	11/20/15
61	Identify any Variances to Design Criteria	1d	11/23/15	11/23/15
62	Preliminary Estimates and Construction Costs	2d	01/14/16	01/15/16
63	Hydrologic studies and Drainage Plans	5d	11/24/15	12/02/15
64	Conceptual Traffic Control Plan	10d	11/24/15	12/09/15
65	Preliminary Design	10d	11/23/15	12/08/15
66	Title Sheet	1d	12/09/15	12/09/15



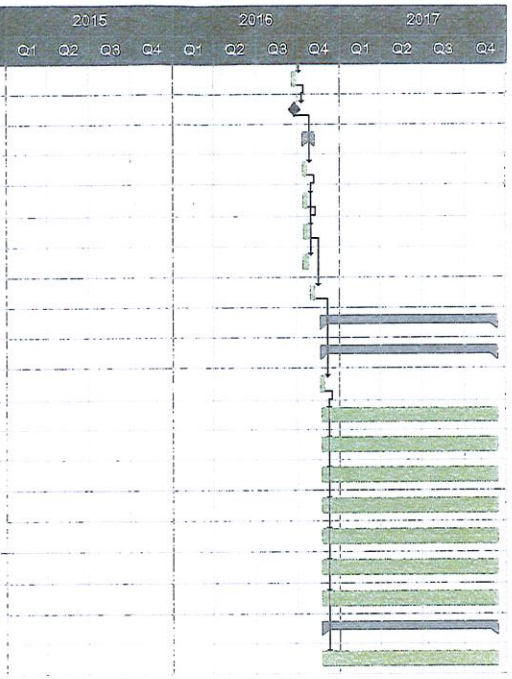
	Task Name	Duration	Start	Finish
67	Typical Sheet	3d	12/10/15	12/14/15
68	Plan Sheets	7d	12/09/15	12/17/15
69	Profile Sheets	5d	12/09/15	12/15/15
70	Special Sheets	1d	12/16/15	12/16/15
71	Traffic Control and Staging Concept	10d	12/17/15	01/05/16
72	Preliminary Culvert Sections	3d	12/18/15	12/22/15
73	Preliminary Cross Sections at 25 foot intervals	10d	12/18/15	01/06/16
74	Tentative Easements and Right of Way Limits	15d	12/18/15	01/13/16
75	QA/QC	5d	01/07/16	01/13/16
76	Submit Preliminary Design Phase Documents to City	0	01/13/16	01/13/16
77	City Review Period	10d	01/14/16	01/27/16
78	Address City Comments	5d	01/28/16	02/03/16
79	Submit Revised Preliminary Design Phase Documents to City	0	02/04/16	02/04/16
80	**Right of Way Plan Phase (60 percent plans)**	75d	02/05/16	05/19/16
81	R.O.W Design	2d	02/05/16	02/08/16
82	Title Sheet	1d	02/05/16	02/05/16
83	Typical Sheet	3d	02/08/16	02/10/16
84	Plan/Profile Sheets	10d	02/11/16	02/24/16
85	Special Sheets	2d	02/25/16	02/26/16
86	R.O.W. and Easement Plan Sheets	5d	02/25/16	03/02/16
87	Cross Sections	15d	02/25/16	03/16/16
88	Construction Limits	10d	03/17/16	03/30/16
89	Design Field Check and R.O.W Revisions	5d	03/31/16	04/06/16
90	R.O.W Revisions due to Owner Negotiations	3d	04/07/16	04/11/16
91	Construction Cost Estimate	2d	04/12/16	04/13/16
92	QA/QC	10d	04/14/16	04/27/16
93	Submit Right of Way Plan Phase Documents to City	0	04/27/16	04/27/16
94	City Review Period	10d	04/28/16	05/11/16
95	Address City Comments	5d	05/12/16	05/18/16
96	Submit Revised Right of Way Plan Phase Documents to City	0	05/19/16	05/19/16
97	**Permits**	12d	05/20/16	06/07/16
98	404 Permit	2d	05/20/16	05/23/16
99	Floodplain Permit	2d	05/24/16	05/25/16
100	SWPPP	5d	05/26/16	06/02/16



	Task Name	Duration	Start	Finish
101	Land Disturbance Permit	2d	06/03/16	06/06/16
102	NPDES Permit	1d	06/07/16	06/07/16
103	**Final Design Phase (100 percent plans)**	88d	05/20/16	09/23/16
104	Cover Sheet	1d	05/20/16	05/20/16
105	Summary of Quantities Sheet	5d	07/28/16	08/03/16
106	Typical Section Sheets	3d	05/20/16	05/24/16
107	General Notes Sheet	2d	05/20/16	05/23/16
108	Detail Sheets	5d	05/24/16	05/31/16
109	Horizontal/Vertical Control Sheets	5d	05/20/16	05/26/16
110	Construction Phasing	3d	05/20/16	05/24/16
111	Traffic Control Sheets	5d	05/25/16	06/01/16
112	Geometric Sheets	5d	06/02/16	06/08/16
113	Joints and Grades Sheets	5d	06/09/16	06/15/16
114	Roadway Plan and Profile Sheets	5d	06/16/16	06/22/16
115	Construction Sheets / Grading Plans	5d	06/23/16	06/29/16
116	Removal Sheets	3d	06/30/16	07/05/16
117	Retaining Wall Plan and Profile Sheets			
118	Retaining Wall Details			
119	Storm Drainage Plan and Profile Sheets	20d	06/23/16	07/21/16
120	Culvert/Channel Cross-Section Sheets	10d	07/22/16	08/04/16
121	Sediment and Erosion Control Sheets	10d	07/06/16	07/19/16
122	Sanitary Sewer Plan and Profile Sheets	5d	07/20/16	07/26/16
123	Traffic Signal Plan Sheets	10d	06/23/16	07/07/16
124	Pavement Marking & Signing Sheets	10d	07/08/16	07/21/16
125	Lighting Plan Sheets	4d	07/22/16	07/27/16
126	Landscaping Sheets	10d	07/28/16	08/10/16
127	Right-of-Way Sheets	10d	08/05/16	08/18/16
128	Roadway Cross-Section Sheets	15d	06/23/16	07/14/16
129	Finalize H&H Report and Floodplain Development Permit	10d	08/05/16	08/18/16
130	Cost Estimates	5d	08/11/16	08/17/16
131	Special Provisions	5d	08/11/16	08/17/16
132	QA/QC	10d	08/18/16	08/31/16
133	Submit Final Design Phase Documents to City	0	08/31/16	08/31/16
134	City Review Period	10d	09/01/16	09/15/16



	Task Name	Duration	Start	Finish
135	Address City Comments	5d	09/16/16	09/22/16
136	Submit Revised Final Design Phase Documents to City	0	09/23/16	09/23/16
137	**Bidding Phase**	14d	10/10/16	10/27/16
138	Advertise for and obtain bids for the proposed work	1d	10/10/16	10/10/16
139	Attend Pre-Bid Meeting	1d	10/11/16	10/11/16
140	Answer Design Questions	10d	10/12/16	10/25/16
141	Prepare Addenda	10d	10/11/16	10/24/16
142	Attend Bid Opening	1d	10/27/16	10/27/16
143	**Main Street Streetscape Construction Phase**	270d	11/18/16	12/13/17
144	**Construction Administration**	270d	11/18/16	12/13/17
145	Attend Pre-Construction Meeting	1d	11/18/16	11/18/16
146	Review Shop Drawings	269d	11/21/16	12/13/17
147	Prepare Change Orders	269d	11/21/16	12/13/17
148	Prepare Revision Sheets	269d	11/21/16	12/13/17
149	Answer Design Questions	269d	11/21/16	12/13/17
150	Evaluate substitute "or equal" bids	269d	11/21/16	12/13/17
151	Conduct Site Visits	269d	11/21/16	12/13/17
152	Review and Certify Pay Requests	269d	11/21/16	12/13/17
153	**Construction Inspection**	269d	11/21/16	12/13/17
154	Construction Inspection	269d	11/21/16	12/13/17



CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and 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 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of 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.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, 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. Section 109 further provides that 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, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

~~G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).~~

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts over $10,000)

A. The contractor 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 otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: 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 Contractor 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 Contractor'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 Contractor 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 applicants and employees.

E. The Contractor 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 the 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 Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 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 Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

~~A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.~~

~~B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.~~

~~C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.~~

~~D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.~~

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

~~20.~~ ~~ENERGY EFFICIENCY~~

~~The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).~~

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

COUNCIL BILL NO. 2015-149 ORDINANCE NO

AN ORDINANCE approving an agreement for Anderson Engineering Inc. not to exceed One Million Fifty Thousand and no/100 Dollars ($1,050,000) for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Project and containing an emergency clause.

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

Section 1. Approval of an agreement for Anderson Engineering Inc. not to exceed One Million Fifty Thousand and no/100 Dollars ($1,050,000) for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering Inc.

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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015- 149

Item: Agreement with Anderson Engineering Inc. for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015- 149

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

Recommended Action: Approval of an Agreement with Anderson Engineering in the not to exceed the amount of $1,050,000 for Engineering Services Associated with the 20th Street Improvements from Connecticut Ave to Range Line.

Background:
In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

D**iscussion:** By state statue the qualification based selection was used for procurement. City staff advertised in the Joplin Globe for one day and received 11 sets of qualifications from consulting firms for this project. Anderson Engineering Inc. was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of an Agreement with Anderson Engineering Inc. in the not to exceed amount of $1,050,000 for Engineering Services Associated with the 20th Street Improvements from Connecticut Avenue to Range Line be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Neil Brady, P.E., nbrady@aeincmo.com Jason Eckhart, P.E., jeckhart@aeincmo.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson, P.E.
Stormwater Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Anderson Engineering, Inc.

_____

By: Jason Eckhart _____

Printed Name: Jason Eckhart, P.E. _____

Title: Vice President _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

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1. <u>EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)</u>
(applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and 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 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated

facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of 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.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, 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. Section 109 further provides that 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, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
(applicable to contracts and subcontracts over $10,000)

A. The contractor 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 otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: 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 Contractor 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 Contractor'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 Contractor 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 applicants and employees.

E. The Contractor 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 the 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 Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 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 Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an

area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

EXHIBIT A

August 12, 2015

Re: Work Authorization – Professional Engineering Services
CDBG-DR Projects, 20th Street, Connecticut Avenue to Range Line Road
Joplin, Missouri

SERVICES:

CIVIL ENGINEERING

- Provide a site geometry and site utility plan for the proposed projects, including ADA compliant sidewalks, curb and gutter, stormwater channel, stormwater piping, street lighting, and street crossings. The utility plan will show existing utilities, identify conflicts with proposed improvements, and relocate existing utilities outside the street pavement corridor. The City of Joplin's standard technical specifications will be used.

SURVEYING – SITE TOPOGRAPHIC SURVEY

- Conduct a topographic engineering survey of project area as basis for engineering design. Survey will include spot elevations, location of all utilities, and other improvements located within the street right-of-way. The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project.

SURVEYING – RIGHT-OF-WAY SURVEY

- Determine right of way line on both sides of the street. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone. Additional right-of-way surveys will be provided as needed.

BOUNDARY SURVEY

- In areas where we anticipate work will be on or across private property, we will provide a boundary survey. The boundary survey will show the property lines of the tract and all easements affecting each property as reflected on a current title commitment. As we have customarily done with the City of Joplin, we request that the client provide us with title searches for the properties along with copies of all deeds and easements to be shown on the survey. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

ADDITION TO SERVICES:

No additional services anticipated

TERM:

See attached project schedule

PAYMENT:

See attached rate schedule.

Anticipated cost breakdowns are:

Survey	2%	$70,000
Design	10%	$350,000
Procurement	2%	$70,000
Construction Administration	10%	$350,000
Inspection and Testing	6%	$210,000
Total Engineering Fees		**$1,050,000**

OTHER:

This proposal includes providing two sets of sealed plans to the City. This proposal includes reviews with the City for concept, 30%, 60%, and 90% plans.

ASSUMPTIONS:

We will make a Utility Locate call to identify public utilities. We have assumed that all public utilities will be located accurately and completely by the Utility Locator. We will coordinate with you and the public utility companies for uncovering and/or hydrovac for key utility locations.

GENERAL INFORMATION:

This proposal is limited to design only and does not include any construction staking, observations, or testing.

We will invoice monthly, showing what was completed and time and expenses incurred. Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. We understand we are not to proceed on out of scope work unless a new work authorization is received in writing. A service charge of one and one-half percent per month is assessed on accounts 90 days past due. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,



Jason Eckhart, PE
Vice President



Wayne Stephenson, PE
Project Manager

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Neil Brady, P.E., nbrady@aeincmo.com Jason Eckhart, P.E., jeckhart@aeincmo.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738		

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of One Million Fifty Thousand Dollars ($1,050,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson, P.E.
Stormwater Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-150

Item: Agreement for Professional Engineering Consulting Services and Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for the Storm Sewer System Repair Project in and around Fourth St. and School Avenue.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Location Map
3) Council Bill No. 2015-150

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

Recommended Action: Approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $387,000.00 for Design and Construction Management for the Storm Sewer System Repair Project in and around Fourth St. and School Avenue

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to improve and repair the existing storm sewer system that ends at Fourth Street and School Avenue was included in the list of approved projects.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications was advertised in the Joplin Globe Newspaper and on the city's website. On April 28, 2015 City staff received six sets of qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Allgeier, Martin and Associates, Inc. for this project. City staff held a scoping meeting with Allgeier, Martin and

Associates engineers and reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $387,000.00 which is within industry standards.

Recommendation: Staff recommends approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $387,000.00 for Design and Construction Management for the Storm Sewer System Repair Project in and around Fourth St. and School Avenue be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Djohnso1@joplinmo.org		Attention: Mr. Michael Atkinson, P.E. MICHAEL.ATKINSON@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 500	Fax: 417-625-4738	Storm Sewer Improvements, near 4th and School Streets	

WORK AUTHORIZATION NUMBER AMA – TSO612 - 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated June 29, 2015, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-TSO612 - 1 exceed the sum of Three Hundred Eighty-Seven Thousand, and no/100 Dollars ($387,000.00).

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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Michael Atkinson

Title: Vice President

Date: July 9, 2015

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-TSO612-1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Storm Water Improvements at and near 4th and School Streets)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the storm sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally the stormwater drainage system beginning at the intersection of Comingo Avenue and East 2nd Street downstream to the confluence with Joplin Creek.

1.1.3.2 Design of storm sewer line and associated inlet upgrades and additions within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 3,000 LF of new storm sewer main and associated appurtenances will be part of the project. The construction cost is estimated at $1,600,000.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new storm sewer line and inlets within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected storm sewer line renovations. Services will be provided full time with anS estimated construction duration of 6 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 12 separate properties will need easements/right-of-way acquired to construct the project.

1.1.3.6 Railroad Permitting services for the project. Correspond with Railroad to obtain storm sewer crossing permit. Cost of permit to be paid by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor,

keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to

contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

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

1.6 HEC-1 to HEC-HMS Conversion

1.6.1 Convert the existing Joplin Creek HEC-1 hydrologic model to HEC-HMS format. There is a total of 353 subbasins, six storm durations and seven recurrence intervals that will require conversion. Verify model translation and provide the City with a copy of the translated model.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 40 weeks after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 6 month construction time period. Right-of-Way/Easement Acquisition efforts shall begin immediately upon receipt of Notice To Proceed.

2.2 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 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 of percentages of specifics tasks completed. Payment schedule will be at the approval of the City.

3.2 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $387,000, as set forth in Work Authorization Number AMA-TSO612-1 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
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$193,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$44,000	
Subtotal Standard Project Engineering Services		$237,000
Additional Project Engineering Services		
Convert HEC-1 to HEC-HMS Computer Model (Paragraph 1.6.1)		$21,000
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$95,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$24,000
Railroad Permitting (Paragraph 1.1.3.6)		$10,000
Total Estimated Maximum Fee – All Services		$387,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Project Task Schedule
Attachment Number 3	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

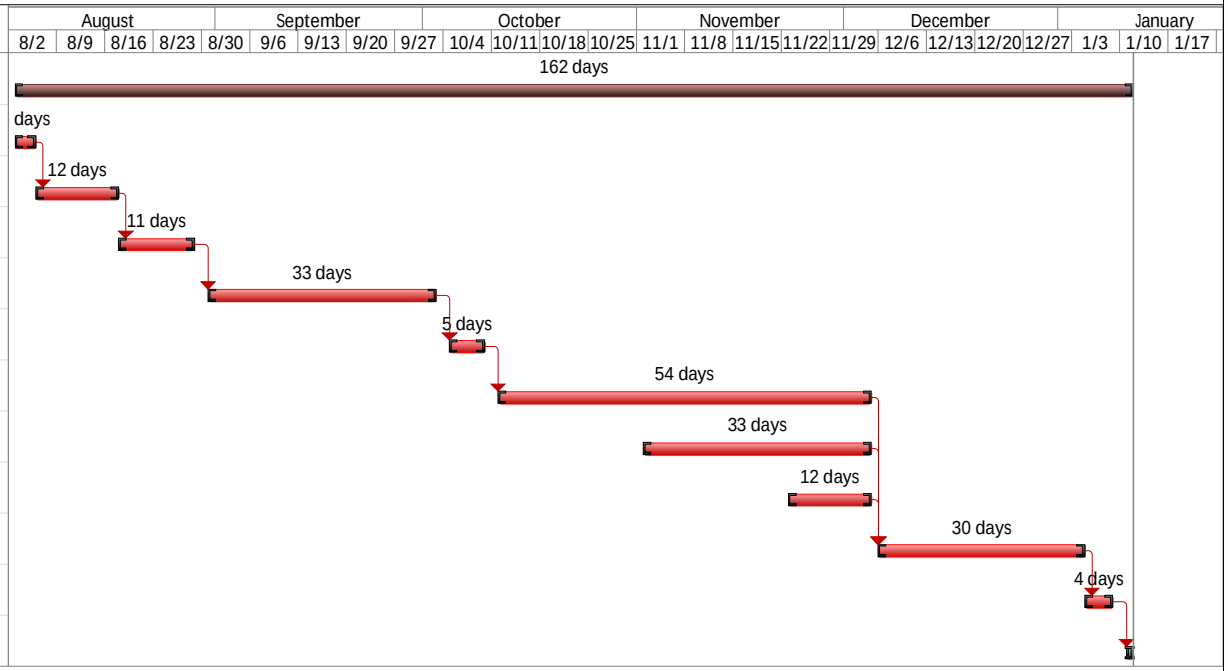
NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or 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 Two

Drainage Improvements
For
Joplin Creek East Basin (TSO612)

ID	Task Name	Duration	Start	Finish
1	Drainage Improvements Joplin Creek East Basin (TSO612)	162 days	Mon 8/3/15	Mon 1/11/16
2	*Notice To Proceed*	3 days	Mon 8/3/15	Wed 8/5/15
3	*Data Collection*	12 days	Thu 8/6/15	Mon 8/17/15
4	*Hydrology*	11 days	Tue 8/18/15	Fri 8/28/15
5	*Analysis & Design for Proposed System*	33 days	Mon 8/31/15	Fri 10/2/15
6	*Presentation of Preliminary Design*	5 days	Mon 10/5/15	Fri 10/9/15
7	*Easement Acquisition (TSO612)*	54 days	Mon 10/12/15	Fri 12/4/15
8	*Final Plan Production*	33 days	Mon 11/2/15	Fri 12/4/15
9	*Contract Documents and Specifications*	12 days	Mon 11/23/15	Fri 12/4/15
10	*Solicitation of Bids*	30 days	Sun 12/6/15	Mon 1/4/16
11	*Bid Recommendation*	4 days	Tue 1/5/16	Fri 1/8/16
12	Award of Construction Contract	1 day	Mon 1/11/16	Mon 1/11/16



Attachment Number Three

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2015

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 The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Co — 20494 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **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		
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1063177216	12/08/2014	12/08/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liab			AEH008212765	10/01/2014	10/01/2015	Per Claim Aggregate		2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization Number AMA-TSO612-1 Stormwater Infrastructure Improvements
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605: G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

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

Cristi Becker

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COUNCIL BILL NO. 2015-150 ORDINANCE NO

AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Three Hundred Eighty Seven Thousand and no/100 Dollars ($387,000.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 4th & School and containing an emergency clause.

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

Section 1. Approval of an agreement for Allgeier, Martin & Associates not to exceed Three Hundred Eighty Seven Thousand and no/100 Dollars ($387,000.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 4th & School 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.

Section 3. That 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

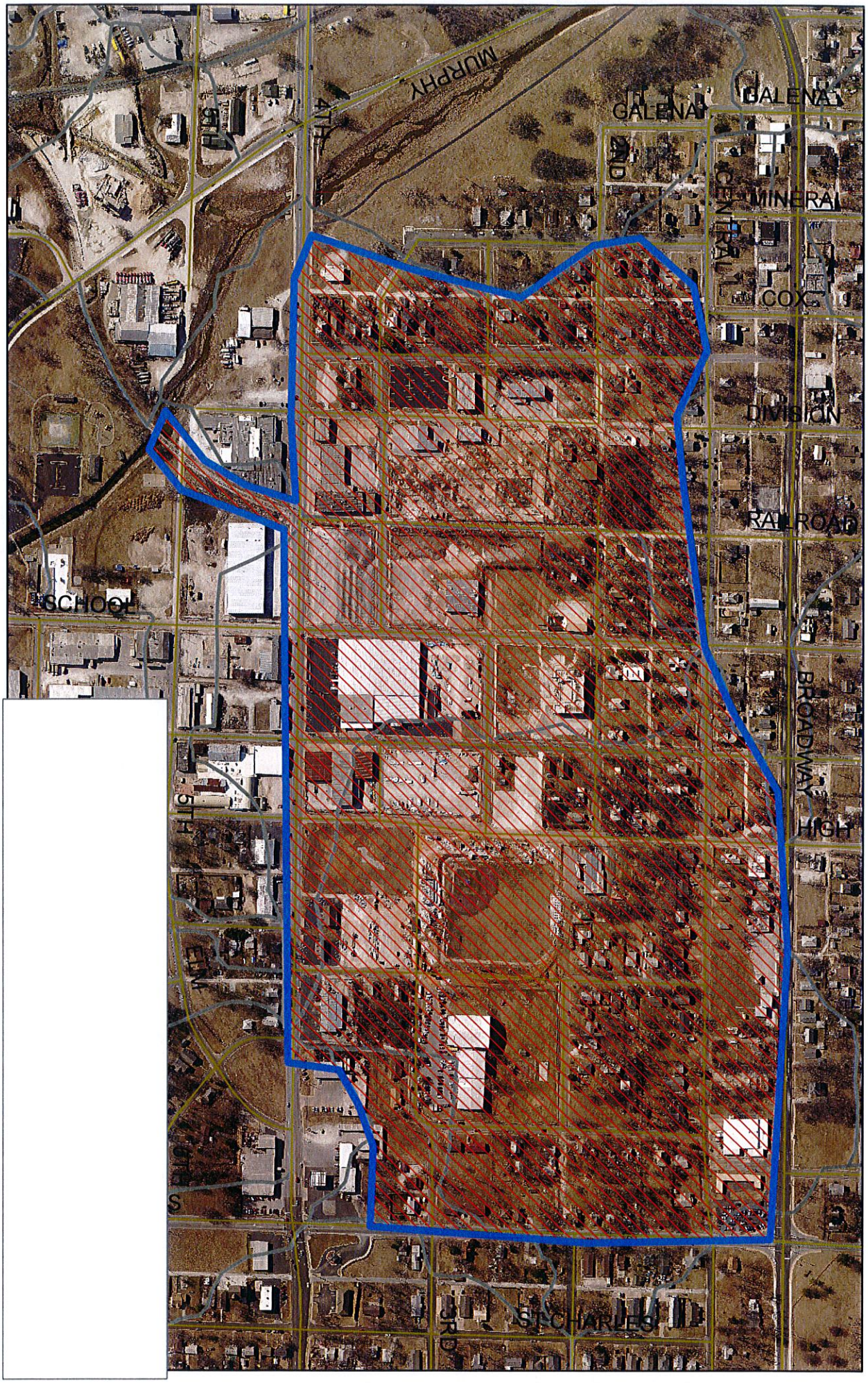
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


MURPHY
GALENA
GALENA
MINERAL
COX
DIVISION
RAILROAD
SCHOOL
BROADWAY
HIGH
ST CHARLES

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-151

Item: Agreement for Professional Engineering Consulting Services and Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for Sanitary Sewer System Repair Projects.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Location Map
3) Council Bill No. 2015-151

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

Recommended Action: Approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $248,000.00 for Design and Construction Management for Sanitary Sewer System Repair Projects

Background: City staff has identified three sanitary sewer collection system projects needed to improve the performance of the collection and treatment system. Project one is the Filmore Bridge Lift Station Pump Replacement project. The pumps will be replaced with larger higher capacity pumps. Project two is the installation of Supervisory Control and Data Acquisition (SCADA) at collections system lift stations. The data received from the SCADA systems will assist waste water treatment plant operators with operational planning as well as providing information to be used in future I&I reduction projects. Project three is the Annual Collection System Rehabilitation Contract Preparation. The consultants will prepare bid documents for a collection system rehabilitation program project. The contract prices will be good for two years and will be used for several sub projects within the collection system.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications was advertised in the Joplin Globe Newspaper and on the city's website. On April 28, 2015 City staff received six sets of qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Allgeier, Martin and Associates, Inc. for this project. City staff held a scoping meeting with Allgeier, Martin and Associates engineers and reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $248,000.00 which is within industry standards.

Recommendation: Staff recommends approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $248,000.00 for Design and Construction Management for the Storm Sewer System Repair Project in and around Fourth St. and School Avenue be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-151 ORDINANCE NO

AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Two Hundred Forty Eight Thousand and no/100 Dollars ($248,000.00) for Engineering Services Associated with the Sanitary Sewer System Repair Projects and containing an emergency clause.

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

Section 1. Approval of an agreement with Allgeier, Martin & Associates not to exceed Two Hundred Forty Eight Thousand and no/100 Dollars ($248,000.00) for Engineering Services Associated with the Sanitary Sewer System Repair Projects 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

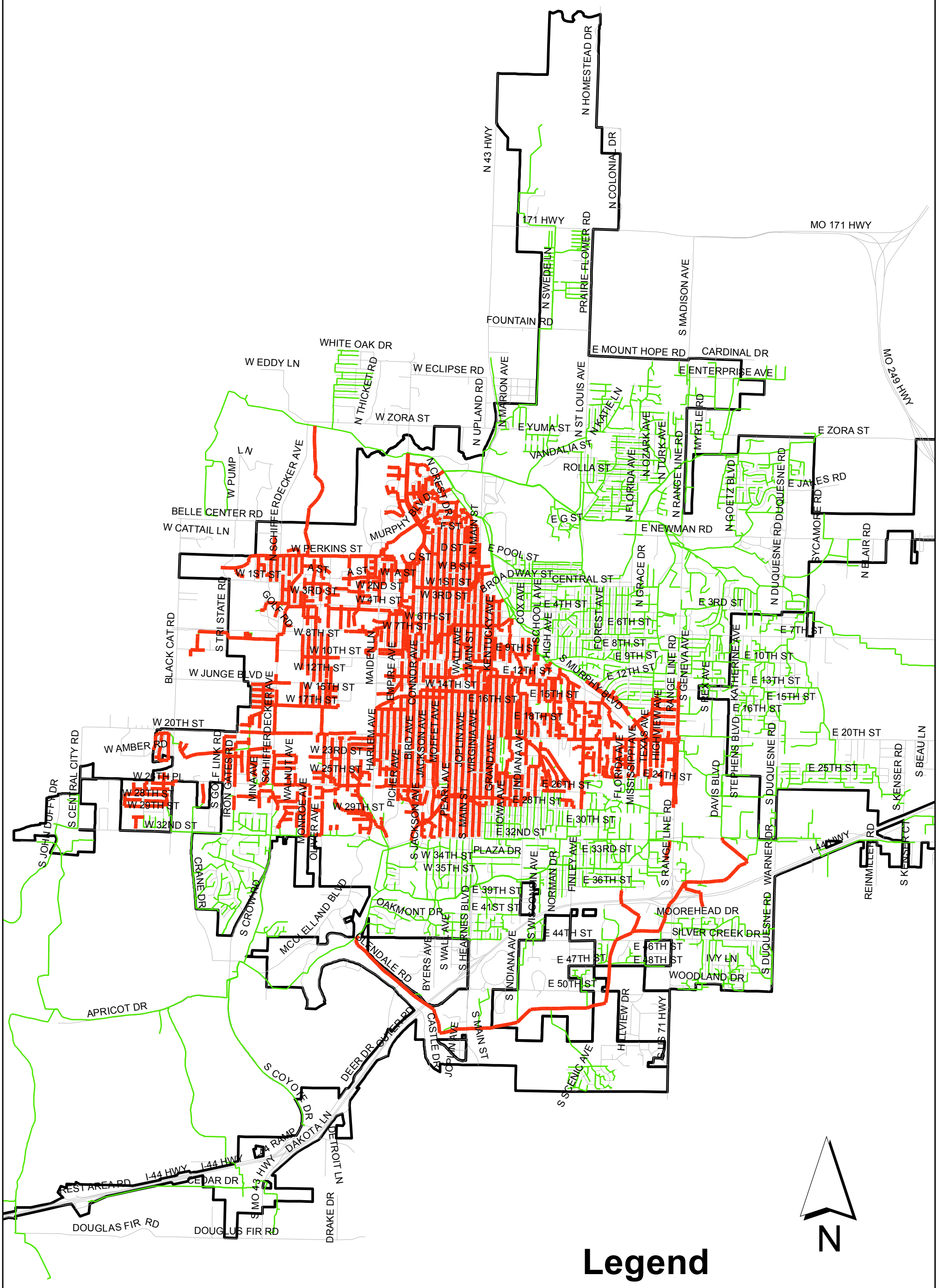
_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney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NORMAN DR
FINLEY AVE
WARNER DR
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REINMILLER RD
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CRANE DR
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OAKMONT DR
MOOREHEAD DR
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GLENDALE RD
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S HEARNES BLVD
S INDIANA AVE
S WISCONSIN AVE
S MAIN ST
CASTLE DR
S SCENIC AVE
HILLVIEW DR
US 71 HWY
APRICOT DR
S COYOTE DR
DEER DR
OUTER RD
DAKOTA LN
DETROIT LN
I-44 RAMP
I-44 HWY
MO 43 HWY
CEDAR DR
REST AREA RD
DOUGLAS FIR RD
DRAKE DR
N
Legend
Cleaned Sewer Lines
Joplin Sewers

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Djohnso1@joplinmo.org		Attention: Mr. Chris Erisman, P.E. CHRIS.ERISMAN@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA - Rehab '15 & '16 SS - 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated June 29, 2015, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA - Rehab '15 & '16 SS - 1 exceed the sum of Two Hundred Forty-Eight Thousand and no/100 Dollars ($248,000.00).

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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA - Rehab '15 &'16 SS - 1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2015 and 2016 Sanitary Sewer Line Rehabilitation projects and the Fillmore Bridge Pump replacement project)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin.

1.1.3.2 Fillmore Bridge Lift Station Pump Replacement:

1.1.3.2.1 Design of the replacement of the three existing pumps at the Fillmore Bridge Lift Station including the preparation of plans and specifications necessary to bid and construct said work.

1.1.3.2.2 Bidding and Construction Phase Engineering for installation of the said new pumps at the Fillmore Bridge Lift Station.

1.1.3.2.3 Resident Construction Representation Phase services for the completion of the Fillmore Bridge Lift Station pump replacement. Services will be provided part time with an estimated construction duration of 1 month.

1.1.3.3 Supervisory Control and Data Acquisition (SCADA) at collection system lift stations:

1.1.3.3.1 Design of SCADA system for each lift station within the sanitary sewer collection system including the preparation of plans and specifications necessary to bid and construct said work.

1.1.3.3.1.1 Twenty-Four (24) existing lift stations are projected to receive SCADA system additions as part of the project. The SCADA system shall be set up to monitor activity and receive data from each location by cellular communication service at remote locations but not include capabilities to operate the respective facilities.

1.1.3.3.1.2 Multiple data inputs will be provided at each lift station with the data transmitted to a centralized monitoring location as directed by the OWNER.

1.1.3.3.2 Bidding and Construction Phase Engineering for installation of the said new Lift Station SCADA communication system.

1.1.3.3.3 Resident Construction Representation Phase services for the completion of the installation of the lift Station SCADA communication system. Services will be provided part time with an estimated construction duration of 5 months.

1.1.3.4 Annual Collection System Rehabilitation Contract Preparation:

1.1.3.4.1 Plan and Develop Annual Collection System Rehabilitation Contract including the preparation of plans, contract documents and specifications necessary to bid and undertake said work. The annual rehabilitation contract, otherwise referred to as the sanitary sewer rehabilitation "tool box", shall be in effect for a two-year time period.

1.1.3.4.2 Bidding and Construction Phase Engineering for installation of said annual collection system rehabilitation contract.

1.1.3.4.2.1 Once the annual contract has been bid and awarded, ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.4.2.2 Over the two-year term of the annual rehabilitation contract, it is estimated that the ENGINEER shall assist the OWNER in the development of approximately 5 projects.

1.1.3.4.3 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.3.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.3.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.3.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.3.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.3.3.2 The projects within this work authorization shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.3.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.3.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.3.4 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.3.5 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.3.6 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.1.1 It is anticipated that all of the miscellaneous sanitary sewer line replacement projects will be bid out as one large single project package that will ultimately be awarded under one construction contract. The development and administering of multiple project bids and construction contracts on top of the one single bid scenario would be considered an additional service.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER

will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes,

addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	Duration
Fillmore Bridge Lift Station Pump Replacement:	
Preparation of design plans, contract documents, and specifications to bid project	4 months after receipt of NTP
Existing Lift Station SCADA Addition	
Preparation of design plans, contract documents, and specifications to bid project	7 months after receipt of NTP
Annual Collection System Rehabilitation Contract	
Preparation of initial “Tool Box” contract documents and specifications to bid project	2 months after receipt of NTP
Project Development after initial Rehabilitation “Tool Box” Bid is accepted	Ongoing during Two-year Period that “Tool Box” is in place

2.2 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 One to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $248,000, as set forth in Work Authorization Number AMA - Rehab '15 &'16 SS - 1 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**
Standard Project Engineering Services		
Fillmore Bridge Lift Station Pump Replacement		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2.1 and 1.2)	$25,500	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.2.2 and 1.3)	$10,000	
Subtotal Fillmore Bridge LS Pump Replacement Engineering Services		$35,500
Existing Lift Station SCADA Addition		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.3.1 and 1.2)	$51,500	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3.2 and 1.3)	$9,000	
Subtotal Existing Lift Station SCADA Addition Engineering Services		$60,500
Annual Collection System Rehabilitation Contract		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.4.1 and 1.2)	$15,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.4.2 and 1.3)	$57,000	
Subtotal Annual Collection System Rehabilitation Contract Engineering Services		$72,000
Additional Project Engineering Services		
Fillmore Bridge Lift Station Pump Replacement Resident Project Representation Services (Paragraphs 1.1.3.2.3 and 1.4)		$15,000
Existing Lift Station SCADA Addition Resident Project Representation Services (Paragraphs 1.1.3.3.3 and 1.4)		$35,000
Annual Collection System Rehabilitation Contract Resident Project Representation Services (Paragraphs 1.1.3.4.3 and 1.4)		$30,000
Total Estimated Maximum Fee – All Standard and Additional Services		$248,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE

RATE SCHEDULE
2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or 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%

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2015

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 The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Co — 20494 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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		
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1063177216	12/08/2014	12/08/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liab			AEH008212765	10/01/2014	10/01/2015	Per Claim Aggregate		2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization Number AMA-Rehab '15 & '16 SS-1
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER **CANCELLATION**

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

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

Cristi Becker

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-152

Item: Agreement for Professional Engineering Consulting Services and Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for the NID III Sanitary Sewer Replacement Project.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Location Map
3) Council Bill No. 2015-152

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

Recommended Action: Approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $73,500.00 for Design and Construction Management for the NID III Sanitary Sewer Replacement Project

Background: In the Fall of 2012 engineers with Allgeier, Martin and Associates, Inc. managed a clean and CCTV inspection of the sanitary sewer collection system in the Lone Elm basin which included NID III. The videos and reports were analyzed and recommendations for rehabilitation, repairs, and replacements were given to City staff. A sewer replacement project in the NID III area was included in the recommendations. This project will be funded using the City's sanitary sewer fund.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications was advertised in the Joplin Globe Newspaper and on the city's website. On April 28, 2015 City staff received six sets of qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Allgeier, Martin and

Associates, Inc. for this project. City staff held a scoping meeting with Allgeier, Martin and Associates engineers and reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $73,500.00 which is within industry standards.

Recommendation: Staff recommends approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $73,500.00 for Design and Construction Management for the NID III Sanitary Sewer Replacement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-152 ORDINANCE NO

AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Seventy Three Thousand Five Hundred and no/100 Dollars ($73,500.00) for Engineering Services Associated with the NID III Sanitary Sewer Replacement Projects and containing an emergency clause.

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

Section 1. Approval of an agreement with Allgeier, Martin & Associates not to exceed Seventy Three Thousand Five Hundred and no/100 Dollars ($73,500.00) for Engineering Services Associated with the NID III Sanitary Sewer Replacement Projects 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Djohnso1@joplinmo.org		Attention: Mr. Chris Erisman, P.E. CHRIS.ERISMAN@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA - NID III SS - 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated June 29, 2015, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-NID III SS - 1 exceed the sum of Seventy-Three Thousand, Five Hundred and no/100 Dollars ($73,500.00).

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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA - NID III SS - 1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the NID III Area Sanitary Sewer Line Replacements)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally in the Neighborhood Improvement District (NID) III designated area that is near Perkins Avenue in the northwest portion of the City of Joplin.

1.1.3.2 Design of sanitary sewer line and associated manhole replacements by open-cut methods within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that there will be an overall project budget of approximately $300,000 to complete the open-cut replacement of several miscellaneous sanitary sewer main replacement projects of varying lengths.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line renovations. Services will be provided part time with an estimated construction duration of 5 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 5 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.3.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.3.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.3.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.3.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.3.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.3.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.3.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.3.4 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.3.5 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.3.6 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.1.1 It is anticipated that all of the miscellaneous sanitary sewer line replacement projects will be bid out as one large single project package that will ultimately be awarded under one construction contract. The development and administering of multiple project bids and construction contracts on top of the one single bid scenario would be considered an additional service.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the

OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and

interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 6 weeks after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 3 month construction time period. Right-of-Way/Easement Acquisition efforts shall begin immediately upon receipt of Notice To Proceed.

2.2 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 One to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $73,500, as set forth in Work Authorization Number AMA - NID III SS - 1 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
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$23,500	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$12,000	
Subtotal Standard Project Engineering Services		$35,500
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$28,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$10,000
Total Estimated Maximum Fee – All Services		$73,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or 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%

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2015

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 The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Co — 20494 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1063177216	12/08/2014	12/08/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			AEH008212765	10/01/2014	10/01/2015	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization Number AMA-NID III SS-1
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

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

Cristi Becker

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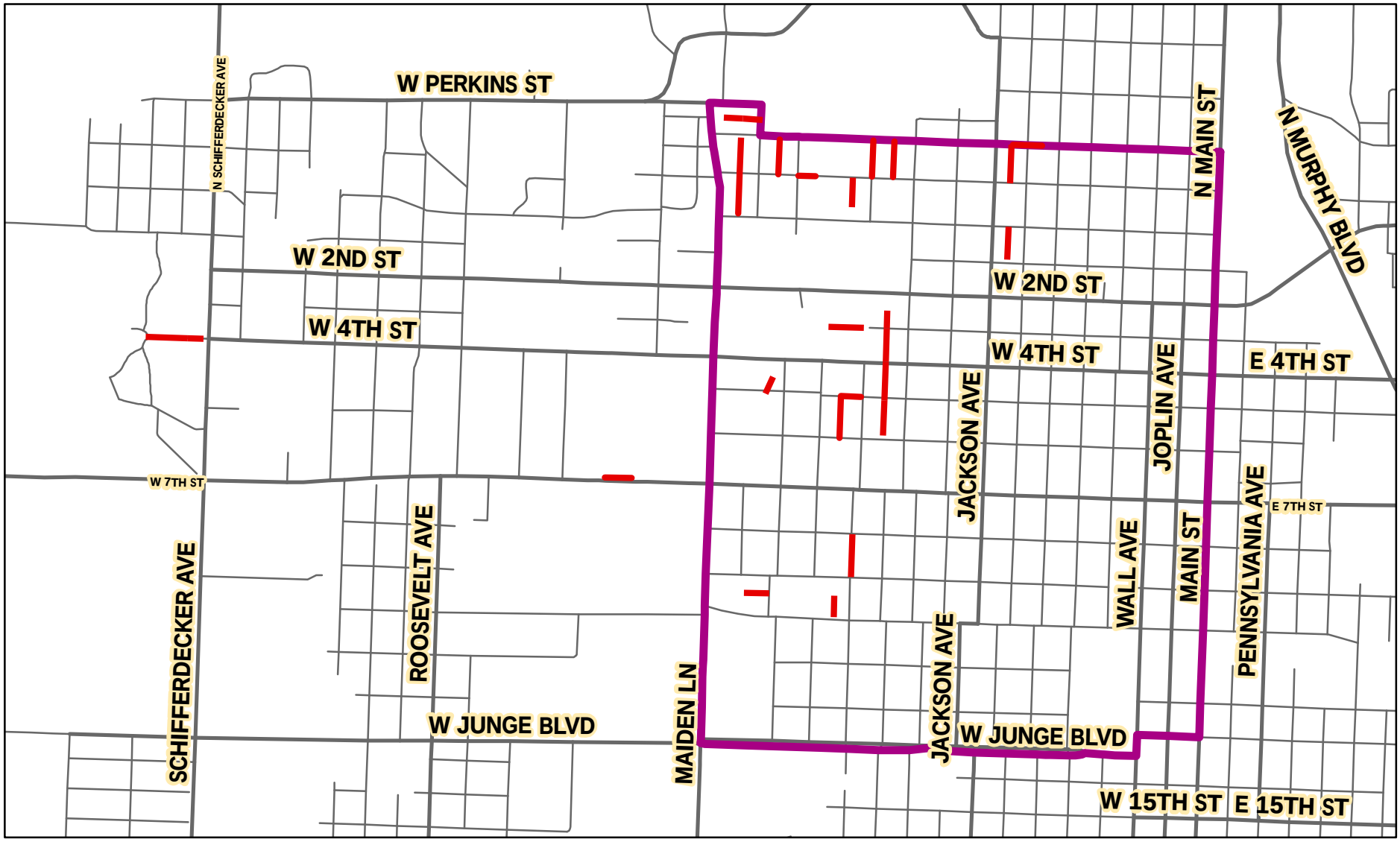

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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-153

Item: Agreement for Professional Engineering Consulting Services and Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for the I-44 & Hwy 43 Sanitary Sewer Extension.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Location Map
3) Council Bill No. 2015-153

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

Recommended Action: Approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $49,500.00 for Design and Construction Management for the I-44 & Hwy 43 Sanitary Sewer Extension

Background: City staff have been contacted by property owners and the Department of Natural Resources about a possible sanitary sewer extension to provide an option of City sanitary sewer service for properties that may have potentially failing septic or lagoon systems. City staff has reviewed the existing collection system in the area and found that there is additional capacity available. This project will be funded from the City's sewer fund and City staff anticipates a local share from properties being served.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications was advertised in the Joplin Globe Newspaper and on the city's website. On April 28, 2015 City staff received six sets of qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Allgeier, Martin and Associates, Inc. for this project. City staff held a scoping meeting with Allgeier, Martin and

Associates engineers and reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $49,500.00 which is within industry standards.

Recommendation: Staff recommends approval of an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $49,500.00 for Design and Construction Management for the I-44 & Hwy 43 Sanitary Sewer Extension be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-153 ORDINANCE NO

AN ORDINANCE approving an agreement with Allgeier, Martin & Associates not to exceed Forty Nine Thousand Five Hundred and no/100 Dollars ($49,500.00) for Engineering Services Associated with the I-44 & Hwy 43 Sanitary Sewer Extension Project and containing an emergency clause.

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

Section 1. Approval of an agreement with Allgeier, Martin & Associates not to exceed Forty Nine Thousand Five Hundred and no/100 Dollars ($49,500.00) for Engineering Services Associated with the I-44 & Hwy 43 Sanitary Sewer Extension Project 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Djohnso1@joplinmo.org		Attention: Mr. Chris Erisman, P.E. CHRIS.ERISMAN@AMCE.COM	
Department: Public Works, Engineering		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA - I44/HWY 43 SS - 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated June 29, 2015, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA - I44/Hwy43 SS - 1 exceed the sum of Forty-Nine Thousand, Five Hundred and no/100 Dollars ($49,500.00).

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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA - I44/HWY 43 SS - 1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the I-44 and Highway 43 Sanitary Sewer Line Extension)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally west and south of the existing KOA campground located on the east side of State Highway 43, south of Interstate Highway 44.

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 2,000 LF of new sanitary sewer main and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line renovations. Services will be provided full time with an estimated construction duration of 3 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 4 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and

review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.5.1 Review and understand right of way and engineering construction plans.

1.5.2 Attend public meetings on proposed projects at the request of city staff.

1.5.3 Set up and maintain right of way acquisition file for each parcel.

1.5.4 Send appropriate notices to property owners as required by funding source and city policy.

1.5.5 Prepare legal documents using standard right-of-way and easement forms.

1.5.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.5.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.5.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.5.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.5.9 Review counter offers, special requests or conditions with project manager.

1.5.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.5.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.5.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.5.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.5.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 6 weeks after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 3 month construction time period. Right-of-Way/Easement Acquisition efforts shall begin immediately upon receipt of Notice To Proceed.

2.2 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 One to Exhibit A: "RATE SCHEDULE 2015-2016"; with a total compensation ceiling of $49,500, as set forth in Work Authorization Number AMA - I44/HWY 43 SS - 1 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
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$21,500	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$8,000	
Subtotal Standard Project Engineering Services		$29,500
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$14,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$6,000
Total Estimated Maximum Fee – All Services		$49,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Rate Schedule
Attachment Number 2	Certificate of Liability Insurance

ATTACHMENT NUMBER ONE

RATE SCHEDULE
2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

Position	Hourly Billing Rate 01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$180	$185
Principal/Engineer III	$165	$170
Project Manager/Engineer II	$145	$150
Project Manager/Engineer I	$130	$135
Designer/Technician III	$100	$104
Designer/Technician II	$87	$91
Designer/Technician I	$81	$85
Two-Man GPS Survey Crew	$170	$175
One-Man GPS Survey Crew	$130	$135
Three-Man Survey Crew	$187	$195
Two-Man Survey Crew	$145	$150
Registered Land Surveyor II	$155	$160
Registered Land Surveyor I	$135	$140
Survey Party Chief	$81	$85
Survey Crew Member	$66	$69
Right of Way Specialist	$104	$108
Construction Inspector III	$100	$104
Construction Inspector II	$87	$91
Construction Inspector I	$81	$85
Secretary/Word Processor	$66	$69
Print Specialist	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or 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%

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2015

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 The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers	CONTACT NAME: Cristi Becker PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS: cbecker@theinsurancenter.com
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Co — 20494 INSURER B : American Casualty Company of — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		1063177197	12/08/2014	12/08/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		1063177202	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2014	12/08/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1063177216	12/08/2014	12/08/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			AEH008212765	10/01/2014	10/01/2015	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization Number AMA-144/HWY43 SS-1
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G20472A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

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

Cristi Becker

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I-44
DAKOTA
DUSTIN
I-44E
I-44
COYOTE
I-44
I-44W
I-44E
DETROIT
I-44E
Area to be served
N
W
E
S
CEDAR
Project # 5 Sanitary Sewer Extension
43
DRAKE

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-154

Item: Agreement for Professional Engineering Consulting Services and Work Authorization with Olsson Associates for Design and Construction Management for the Storm Sewer System Repair Project in and around Eighth Street and Patterson Avenue.

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Location Map
3) Council Bill No. 2015-154

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

Recommended Action: Approval of an Agreement and Work Authorization with Olsson Associates in the not to exceed the amount of $95,761.00 for Design and Construction Management for the Storm Sewer System Repair Project in and around Eighth Street and Patterson Avenue

Background: The Parks and Storm Water Sales Tax was approved by voters in 2002. A project to improve and repair the existing storm sewer system that ends at Eighth Street and Patterson Avenue was included in the list of approved projects.

Discussion: In accordance with the City of Joplin's Procurement policies a Request for Qualifications was advertised in the Joplin Globe Newspaper and on the city's website. On April 28, 2015 City staff received six sets of qualifications from professional consulting firms. A selection committee of City staff reviewed the qualifications and selected Olsson Associates for this project. City staff held a scoping meeting with Olsson Associates reviewed the Work Authorization and Scope of Services. This Work Authorization is for a not-to-exceed amount of $95,761.00 which is within industry standards.

Recommendation: Staff recommends approval of an Agreement and Work Authorization with Olsson Associates in the not to exceed the amount of $95,761.00 for Design and Construction Management for the Storm Sewer System Repair Project in and around Eighth Street and Patterson Avenue be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015-154 ORDINANCE NO

AN ORDINANCE approving an agreement with Olsson Associates not to exceed Ninety Five Thousand Seven Hundred Sixty One and no/100 Dollars ($95,761.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 8th Street & Patterson Avenue and containing an emergency clause.

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

Section 1. Approval of an agreement for Olsson Associates not to exceed Ninety Five Thousand Seven Hundred Sixty One and no/100 Dollars ($95,761.00) for Engineering Services Associated with the Storm Sewer System Repair Project around 8th Street & Patterson Avenue 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.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olsson & 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. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


6TH
6TH
Project Location
PATTERSON
BROWNELL
7TH
HIGHLAND
FOREST
FLORIDA
8TH

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

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Dan Johnson / Nick A. Heatherly		Attention: Jack Schaller	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: (417) 627-0820	Fax:		

WORK AUTHORIZATION NUMBER ___
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of Ninety-five thousand, seven hundred sixy-one Dollars ($95,761.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Associates

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

Project Name/Description **8th & Patterson Drainage Improvements (TSO-423)**
Consultant **Olsson Associates**

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 B, 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 and B 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 2030-17.030.

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.

PART 3 – Exclusions and Assumptions

A3.01 *Exclusions and Assumptions*

A. Exclusions:

1. Utility relocation design is not included in this Contract.
2. Right of way services including property appraisals, negotiations, and acquisitions will be handled by others and are not included in this Contract.
3. Landscape and irrigation design services are not included in the Contract.
4. Public involvement services other than those explicitly defined in the scope are not included in the Contract.
5. As-built drawing preparation is not included in the Contract.

A. Assumptions:

1. Construction and Post Construction Phase Services other than General Administration of Construction Contract are shown as optional for this scope.
2. Plans and contractual documents assume 1 bid package and construction duration of 10 weeks. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
3. Revisions to any stage of plans shall be considered additional services after approval by owner.

Exhibit B - Professional Services Summary

8th & Patterson Drainage Improvements
Joplin, MO
August 28, 2015

Task Descriptions	Sr. Engr	Project PE	Assoc Eng.	Eng/GIS Tech.	2- Man Survey	Survey Tech	Senior Surveyor	Graphics/ Clerical	Direct Costs	Extensions	Sub-Totals
	$171	$121	$100	$78	$120	$78	$95	$57			
1. Project Management											
Project Management		18								$ 2,178	
Kickoff Meeting	1	4	4						$ 100	$ 1,155	
4 Progress Meetings with City Staff		16							$ 250	$ 2,186	
2 Individual Meetings with Adjacent Landowners	6								$ 50	$ 1,076	**$ 6,595**
2. Survey & Data Collection/Verification										$ -	
Obtain Aerial, Contour, and As-Built Data			2	4						$ 512	
Topographic & Utility Survey					16				$ 150	$ 2,070	
Property Boundary & ROW Survey					16	6	6			$ 2,958	
Base Map Development						12	12			$ 2,076	
Utility Locates (2 trips assumed)									$ 2,000	$ 2,000	
Staking for property negotiations (1 trip assumed)									$ 1,000	$ 1,000	
Easement Preparation (10 easements assumed @ $500 ea)									$ 5,000	$ 5,000	
Obtain Title Work (7 properties assumed @ $350 ea)									$ 2,450	$ 2,450	**$ 18,066**
3. Utility Coordination										$ -	
Utility Plan Submittal		4	8	16						$ 2,532	
Potholing (5 locations assumed)									$ 4,000	$ 4,000	
2 Utility Review Meetings, Coordination, and Reporting		8	16						$ 200	$ 2,768	**$ 9,300**
4. Conceptual Design										$ -	
Alternatives Evaluation		4	8	16						$ 2,532	
Concept Report & Probable Cost Estimate		2	16						$ 200	$ 2,042	**$ 4,574**
5. Preliminary Design										$ -	
Hydrologic & Hydraulic Modeling			16							$ 1,600	
Preliminary Drawings		4	24	60					$ 400	$ 7,964	
Preliminary Estimate of Probable Cost			4	8						$ 1,024	
Development of Technical Specifications		4	16					8		$ 2,540	
QA/QC	4	8								$ 1,652	**$ 14,780**
6. Right of Way Plan										$ -	
Right of Way Plan		8	8	16						$ 3,016	
Right of Way Probable Cost Estimate		2	8						$ 200	$ 1,242	**$ 4,258**
7. Final Design and Bid Documents										$ -	
Final Construction Plans			16	40					$ 400	$ 5,120	
Final H&H Modeling			16							$ 1,600	
Updated Engineers Probable Cost Estimate			4	8						$ 1,024	
Prepare, Furnish, and Revise Bid Documents and Specifications		4	16							$ 2,084	
QA/QC	4	8								$ 1,652	**$ 11,480**
8. Permitting										$ -	
MDNR Land Disturbance Permit and SWPPP Plan		2	16					4		$ 2,070	**$ 2,070**
9. Bid Phase										$ -	
Print/Distribute Plans & Specs			4	8				8	$ 200	$ 1,680	
Answer Questions, Issue Addenda during bid period		8						4		$ 1,196	
Attend, Document Pre-Bid Meeting		2						2		$ 356	
Attend Bid Opening, Tabulate and Recommend Award	2	4	4					4		$ 1,454	**$ 4,686**
TOTAL BASE ENGINEERING DESIGN SERVICES	17	110	206	176	32	18	18	30	**$ 16,600**		**$ 75,809**
10. Construction Admin, Observation & Testing (OPTIONAL)											
Preconstruction Phase											$ 1,761
Construction Phase											$ 14,613
Post-Construction Phase											$ 1,391
Direct Expenses											$ 2,188
*See attached for further breakdown of fee											
TOTAL OPTIONAL SERVICES											**$ 19,952**
TOTAL BASE + OPTIONAL SERVICES											**$ 95,761**

8th and Patterson Drainage Improvements
City of Joplin, Missouri
Estimate of Fee - Optional Services
Construction Admin, Observation & Testing During Construction

OLSSON ASSOCIATES

	Employee Type	Average Salary	Estimated Hours	Extension
Pre-Construction Phase				
Pre-Construction Meeting	Project Manager	$ 144.20	2	$ 288.40
	Project Manager-Field	$ 103.00	2	$ 206.00
	Associate Technician	$ 66.95	2	$ 133.90
	Clerical	$ 58.71	0	$ -
Plan & Construction Document Review	Sr. Technician	$ 80.34	0	$ -
	Associate Technician	$ 66.95	3	$ 200.85
Project Documentation Set-up	Associate Technician	$ 66.95	5	$ 334.75
* Field Books/Project Files/Qty. Checks	Project Manager-Field	$ 103.00	3	$ 309.00
Inspection Management	Project Manager	$ 144.20	2	$ 288.40
		Phase Totals	**19**	**$ 1,761.30**
Construction Phase				
Daily Observation/Documentation/Coordination, etc.	***Straight Time Hours***			
	Sr. Technician	$ 80.34	30	$ 2,410.20
	Associate Technician	$ 66.95	135	$ 9,038.25
	Overtime Hours (Hourly Billing Rate x 1.50)			
	Sr. Technician	$ 120.51	0	$ -
	Associate Technician	$ 100.43	0	$ -
Materials Testing	Associate Technician	$ 66.95	15	$ 1,004.25
	Clerical	$ 58.71	1	$ 58.71
Shop Drawing & Material Submittal Review	Project Manager -Field	$ 103.00	4	$ 412.00
Insp. Mgmt, Mtgs., Reports, Utility Coordination, Contractor	Project Manager	$ 144.20	6	$ 865.20
Issues, RFI & Plan Interpretation Response	Project Manager-Field	$ 103.00	8	$ 824.00
Clerical - Reports, etc.	Clerical	$ 58.71	0	$ -
		Phase Totals	**199**	**$ 14,612.61**
Post-Construction Phase				
Punch List & Remedial Work Inspection	Associate Technician	$ 66.95	6	$ 401.70
Final Documentation	Project Manager	$ 144.20	4	$ 576.80
	Project Manager-Field	$ 103.00	4	$ 412.00
		Phase Totals	**14**	**$ 1,390.50**
		TOTAL DIRECT LABOR	**232**	**$ 17,764.41**
DIRECT EXPENSES		Unit Price		
Mileage	2,850	$0.75		$ 2,137.50
Copies and Mailing	1	$50.00		$ 50.00
		ESTIMATED DIRECT EXPENSES		**$ 2,187.50**
TOTAL ESTIMATED FEE - Construction Administration, Observation & Testing				**$ 19,951.91**

Assumptions:
Const. Phase - Start TBD continuous for 10 weeks
70 Calendar Days; 50 Days of Work (includes 0 Saturdays)
No Concrete or Asphalt Plant Inspection Included
Part-Time Inspector & Materials Tester
No construction drawings available at time of estimate
Materials Testing estimated due to no plans

CLOSING DATE:	19-Aug-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	801 W. C Street

COMPANY	BIDS
BJHE	$4,795.00
B & D Yardbuilders	$3,800.00
Jordan Disposal	$2,899.00
Nelson's Enterprises	$2,999.00
Wheeler Excavating	$6,500.00

COUNCIL BILL NO. 2015 – 365 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 801 W. C St. in the City of Joplin, Missouri, for the amount of Two Thousand Eight Hundred Ninety Nine and 00/100 Dollar (2,899.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Two Thousand Eight Hundred Ninety Nine Hundred 00/100 Dollars ($2,899.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 801 W. C St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 801 W. C St. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED SEVENTY NINE (179) IN WILSON AND HUTTON'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

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





COUNCIL BILL 2015-365
801 W. C ST.





City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: COUNCIL BILL NO. 2015-365
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 365
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 801 W. C St.

Summary: The above listed address was "tagged" as a dangerous building on March 3, 2015. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 14, 2015. An advertisement for bids was published in the Joplin Globe with bids being received on August 19, 2015. At that time bids were received as follows:

Jordan Disposal	$ 2,899.00
Nelson Demolition	$ 2,999.00
Big Johns	$ 4,795.00
B & D Yard builders	$ 3,800.00
Wheeler Excavation	$ 6,500.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,899.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

SDA
ARCHITECTS

Michael I. Sapp
AIA, NCARB
President

James C. Stuttebeam
AIA, NCARB
Vice President

Patricia I. Hardman
AIA, LEED AP

Kenton D. Sanders
AIA, LEED AP

Stephen J. Tolsdorf
AIA, LEED AP BD+C

Eric I. McClure
AIA, LEED AP

Kathie K. Smith
Chief Marketing

August 7, 2015

Michelle Kaiser, Senior Project Manager
CBC Real Estate Group
4706 Broadway, Ste. 240
Kansas City, MO 64112

Re: Joplin Public Library:
Additional Services Proposal for "Level 2" Info-Tech and Low Voltage Systems

Michelle,

Please accept this proposal for services related to consultation, research, design, and specifications, for the "Level 2" Info-Tech systems and the Low Voltage systems. These services are not included in our basic services contract, and are offered here as an amendment to our current contract with the City of Joplin. Our understanding is that the City had intended to acquire a special consultant for these services, but after further discussion it is expedient and convenient to the Owner for SDA's electrical engineer to provide these services in-house and-or via a special consultant under the electrical engineer.

The description of the various levels of the I.T. systems is as follows:

1. Level 1: includes the basic cable backbone with terminations, conduits, trays, pathways, drops etc.. (Cat 6 cable unless directed otherwise.) These components are part of SDA's current contract.

2. Level 2: is the interface equipment, including wireless access points (WAPS), switches, punch-down blocks, fiber connections and modems, racks (internal cooled), etc.

3. Level 3 is Owner provided hardware and software; computers, tablets, workstations, etc.

This proposal includes services for the following:

- Level 2 "I.T." components as defined above.

- Buildng and Site Security System: Cameras, DVR equipment, motion detection, intrusion detection, and including wiring, interface panel, software, and necessary for a complete operational system.

- Access Control: proximity cards and reader system at selected door locations for staff, and for special patron access areas, and including devices, wiring, software, and interface modems or other devices; including coordination and interfacing with building hardware and security systems.

- Dashboard Software: services and interface devices as necessary for Building Management software, web based, to provide user friendly access and control of the various building systems including HVAC, lighting, window shades, security system, AV broadcasting, digital signage, access control, etc., any or all of which the Owner may desire to include access to.

- These systems will be specified and bid on a separate timeline than for bidding of the main Library building, but will be scheduled and coordinated to be bid and installed in the appropriate sequence of the main project construction cycle.

a professional corporation of dedicated associates specializing in Architecture, Planning and Interior Design

The proposed fee for these services is a lump sum value of $36,000. To be invoiced per terms of the base contract. This proposal includes the consulting engineer's proposal of $28,000, attached, and $8,000 for SDA's services to coordinate and manage the process for these systems, including additional meetings, bidding process, and oversight of installation.

Please do not hesitate to contact SDA with any questions or if there is a need for additional information.

Respectfully,
SAPP DESIGN ASSOCIATES ARCHITECTS, P.C.

James C. Stufflebeam, AIA, NCARB
Vice President, Senior Project Manager
js/kh

encl. Proposal from CJD dated Aug. 7.

Colvin Jones Davis LLC
Energy | Engineering | Innovation

August 7, 2015

Michael Sapp, AIA
Sapp Design Associates, P.C.
3750 S. Fremont Avenue
Springfield, MO 65804

Project: **Joplin Public Library**
Joplin, MO

Re: **MECHANICAL, ELECTRICAL & PLUMBING (MEP) ENGINEERING SERVICES AGREEMENT – ADDITIONAL SERVICES**

Dear Jim:

Colvin Jones Davis LLC is pleased to propose the additional MEP engineering services for the above referenced project indicated herein below:

Base project consists of a single-story, library facility with approximate total floor area of 50,000-square feet. Following are descriptions of the proposed scope of additional services as related to telecommunications, security/access systems. For reference, I have also provided summaries of services included in our base services and services that we are excluding. All work referenced as additional services shall be considered as "Level 2" systems. Level 2 systems shall be bid separately and subsequently to base building to allow for focused design effort after completion of base building construction designs and construction documents.

1. Telecommunications systems:
    a. Additional services scope of work:
        i. Meetings, as required to establish owner's project requirements.
        ii. Equipment room layouts.
        iii. Specification of racks, patch panels, backbone cabling, switches, uninterruptible power supplies, and similar.
    b. Scope of work included in base contract:
        i. Rough-in for data and telephone outlets.
        ii. Cable trays and raceways for device and backbone cabling.
        iii. Data and telephone outlets and cover plates.
        iv. Outlet cabling (Cat 6 unless directed otherwise) and terminations.
        v. Power for equipment.
    c. Excluded scope of services:
        i. Specification of servers, personal computers/workstations, tablets, and software, etc.
2. Integrated security/surveillance and access controls
    a. Additional services scope of work:
        i. Meetings, as required to establish owner's project requirements.
        ii. Equipment room layouts.
        iii. Specification of rack mounted digital video recorders, cameras, intrusion detection devices, access control devices (for proxy card system), access control cabling, power supplies, and directly related softwares.
    b. Scope of work included in base contract:
        i. Rough-in for cameras, access control devices.
        ii. Cable trays and raceways for cameras and access control cabling.
        iii. Data and telephone outlets and cover plates.
        iv. Camera cabling (Cat 6 unless directed determined) and terminations.
        v. Power for equipment.
    c. Excluded scope of services:
        i. None. Complete and operational system included.
3. Central user interface/dashboard software
    a. Additional services scope of work:
        i. Specification of software, programming, etc. as required for operation of HVAC, lighting and window shade control, security/access control, AV broadcasting, digital signage, etc. systems through a single web-based interface.
    b. Scope of work included in base contract:
        i. None.
    c. Excluded scope of services:
        i. None.

Reference base engineering service agreement for additional descriptions of base services and for all general terms and conditions. These additional services shall include any incidental fees incurred through receipt of consultation through use of special consultants, if deemed to be required. These additional services shall be provided as an integrated product with base MEP services. Deliverable shall be a single, reproducible request for proposal, comprised of written specifications and drawings, to be issued separate from and subsequent to issue of general construction documents.

Colvin Jones Davis LLC will provide MEP engineering services for the Project in accordance with the Terms and Conditions of the base agreement listed herein, computed as a stipulated lump sum fees in the amount of Twenty Eight Thousand Dollars ($28,000.00).

Please let me know if there are questions. Otherwise, please sign and return per below.

I have read the above agreement and accept the terms and conditions stated herein:

Colvin Jones Davis LLC	**Sapp Design Associates Architects**
Allen Davis, P.E., Principal	(Signature and title)
August 7, 2015	(Date)

Please return one signed copy of this agreement to Colvin Jones Davis LLC. Written or verbal Notice To Proceed given by The Architect, his employee or agent shall constitute acceptance of these terms and conditions in the absence of a signed agreement.

COUNCIL BILL NO. 2015-366 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Sapp Design Associates of an amendment to a Design Agreement. The amendment is not to exceed amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for Level 2 Info-Tech and Low Voltage Systems services for the Economic Development Administration funded Library Project and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Sapp Design Associates. The amendment is not to exceed the amount of Thirty Six Thousand Dollars and 00/100 ($36,000.00) for additional design services for mechanical systems of the library.

Section 2. That 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 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 _____ day of

_____, 2015, by a _____ vote.

_____

ATTEST: Michael L. Siebert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

I hereby certify that a sufficient amount is available in the EDA Library Grant Award Budget.

_____

Leslie Haase, Director of Finance

Requested Council Meeting Date: September 8, 2015
Council Bill No. 2015-366

Item: Joplin Public Library
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Amendment #1, Agreement with Estimate of Design and Engineering Costs
2) Council Bill No. 2015-351, SAPP Design Agreement
3) Council Bill No. 2015-366

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of an amendment to a Design Agreement with Sapp Design Associates. The amendment is a not to exceed amount of $36,000 additional mechanical and engineering planning services.

Background: In February of 2015 the City Council approved a design services agreement between the City and Sapp Design Associates for design services for the Joplin Public Library at 20th Street & Connecticut Avenue. The project is funded by the Economic Development Administration $20 million grant award.

Discussion: As part of the design process, it has always been intended to bring on a Mechanical Engineering Firm at the appropriate time in the design process for a "Level 2" Info-Tech, Security, and Low Voltage Systems. This funding is included in the grant budget and is at no cost to the City.

Recommendation: It is recommended that an amendment to the Consultant Agreement with Sapp Design Associates in the not to exceed the amount of $36,000.00 for additional services for be approved.

COUNCIL BILL NO. 2015-351 **ORDINANCE NO.** 2015-024

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of February, 2015; by a vote of 9-0.

Michael L. Seibert, Mayor

ATTEST:

Barbara J. Gollhofer, Assistant City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2013-404 **ORDINANCE NO.** 2013-231

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City of Joplin and the Economic Security Corporation of Southwest Area (ESC), are desirous of entering into an agreement whereby ESC will develop a home for a low/moderate income family through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Agreement between the City of Joplin, Missouri, and the Economic Security Corporation of Southwest Area, generally pertaining to HOME funds for new construction of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of October, 2013, by a vote of 8-0-1.

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

JOPLIN CONSORTIUM

2013 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2013 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	*Max. Cumulative Developer Fee %*
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such

commitment of funds or approval may occur only upon satisfactory completion of Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

D. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and presence of female headed households in order to determine low and moderate-income benefit in cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

E. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

J. If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

K. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: 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 DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER 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, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that 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 project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic ~~Security~~ Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: 10/25/13

John Joines
Executive Director

Attest: _____

CURTIS SCOTT
DIRECTOR OF HOME REPAIR

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

R. Mark Rohr
City Manager

Attest: _____

Barbara Hogelin
City Clerk

Approved as to form: _____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

2013 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2013 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The ESC proposes to use the $90,000 budgeted in the 2013 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. The ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. The ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor

will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within six (6) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 73,000	$ 9,000	$ 90,000

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of OCTOBER, 2013.

CURTIS K. SCOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: June 25, 2016
Commission Number: 12381472

Curtis K. Scott
Notary Public

My commission expires:

JUNE 25, 2016

JOPLIN CONSORTIUM

2013 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according

the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the redevelopment of the at least **one (1) PROJECT** as discussed in ATTACHMENT B: PROPOSAL FOR: 2013 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when a site-specific Construction Contract is signed between the CITY and the DEVELOPER.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds, an amount included in Section IV A. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	*Max. Cumulative Developer Fee %*
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such

commitment of funds or approval may occur only upon satisfactory completion of Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

D. The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and presence of female headed households in order to determine low and moderate-income benefit in cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program.***

E. In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the DEVELOPER shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

J. If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

K. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2011 JOPLIN CONSORTIUM; CHDO Redevelopment Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.
Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: 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 DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER 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, regulations, or order of the Secretary of Labor or as otherwise provided by law.

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

Section XII – Labor, Training & Business Opportunity

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that 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 project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: 10/25/13

John Joines
Executive Director

Attest: _____

CURTIS SCOTT
DIRECTOR OF HOME REPAIR

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

R. Mark Rohr
City Manager

Attest: _____

Barbara Hogelin
City Clerk

Approved as to form: _____

Brian Head
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 10 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

2013 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds. These funds were budgeted for in the 2013 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The ESC proposes to use the $90,000 budgeted in the 2013 Action Plan to acquire and redevelop one (1) single family lot and build one (1) home. The program will be fully financed by these grant funds. The home built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership. Other prevailing market conditions, including other government assistance (such as the CDBG Neighborhood Stabilization Program), will also influence the selection of each lot location and home design on a case by case basis.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

A search for vacant lots will begin in neighborhoods of eligible communities where new home construction will be beneficial to the neighborhood, but the area is still attractive and marketable to prospective homebuyers. Each lot acquired is anticipated to cost between $6,000 and $12,000.

When a potential lot is located, an environmental review will be completed and offer made as soon as clearance is receive from the City of Joplin. A negotiated earnest payment will be made on the property to secure site control until closing.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. The ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. The ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor

will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home, including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER

Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS

In the event a particular project does not sell within six (6) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS

When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to develop new homes.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET

The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 8,000	$ 73,000	$ 9,000	$ 90,000

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	Spring 2014
Quarterly progress reports	April 15, 2014 July 15, 2014
Construction completion	Fall/Winter 2014
Quarterly progress report	October 15, 2014

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of OCTOBER, 2013.

CURTIS K. SCOTT
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: June 25, 2016
Commission Number: 12381472

Notary Public

My commission expires:

JUNE 25, 2016

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made the _____ day of September 2015, between CITY OF JOPLIN and ECONOMIC SECURITY CORPORATION.

WHEREAS, City and Economic Security Corporation ("ESC") entered into an Agreement Contract dated November 8, 2013, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, City and ESC desire to amend the Agreement to increase the agreed budget of the original agreement through the use of 2008 HOME Subgrant funds.

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

1. The City shall amend the original project budget to a total of One Hundred Fourteen Thousand Eight Hundred and Seventy-Nine Dollars and 25/100 ($114,879.25) Dollars.

2. The project budget will be financed through Forty-Nine Thousand Seven Hundred Fifty-Eight and 50/100 ($49,758.50) Dollars of FY2008 HOME funds that were originally sub-granted to HSTCC and Sixty-Five Thousand One Hundred Twenty and 75/100 ($65,120.75) Dollars of the originally allocated FY2013 CHDO set-aside.

3. The City and ESC hereby amend their November 8, 2013 Agreement in each and all of the following respects:

   a. By amending Article II, Home #1 Project Time Schedule, to reflect the following:

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Fall/Winter 2013
Quarterly progress report	January 15, 2014
Construction notice to proceed	August 22, 2014
Quarterly progress reports	October 15, 2015
Construction completion	Spring 2016
Quarterly progress report	April 15, 2016

   b. By amending Article V, Section 6 and Article IV Section 1 , to replace the following phrase:

      "NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds"

      With the phrase:

"ELEVEN THOUSAND FOUR HUNDRED EIGHTY-SEVEN and 00/100 ($11,487.00) of HOME Funds"

c. By amending Attachment B, to reflect the new budget, funding sources, and project timeline

2. In all other respects, the parties affirm, ratify and readopt the November 8, 2013 Agreement and its original terms and provisions.

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

City of Joplin, Missouri

_____ _____

Sam Anselm, City Manager Date

Economic Security Corporation

_____ _____

By: John Joines, CEO Date

COUNCIL BILL NO. 2015-368 ORDINANCE NO.

AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and the Economic Security Corporation generally pertaining to HOME funds for the new construction of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City and Economic Security Corporation ("ESC") entered into an Agreement Contract dated November 8, 2013, a copy of which is attached hereto;

WHEREAS, the City of Joplin and the Economic Security Corporation of Southwest Area (ESC), desire to amend this Agreement whereby ESC will develop a home for a low/moderate income family through the Home Partnership Investment Program (HOME) utilizing a combination of 2013 HOME funds and a 2008 HOME subgrant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Amendment to Agreement between the City of Joplin, Missouri, and the Economic Security Corporation of Southwest Area, generally pertaining to HOME funds for new construction of housing, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Amendment to Agreement, or the Amended Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the continuation of newly constructed housing for low-moderate income families, meeting the definition of preservation of public property and safety, and as such is considered in an emergency and shall take effect immediately upon passage.

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

_____, 2015, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: Council Bill 2015-368
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Amendment to Agreement Form
2) Original 2013 New Construction Agreement
3) Council Bill No 2015-368

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

DISCUSSION:
The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, constructing new affordable housing, acquiring and rehabilitating homes, and providing homeownership assistance.

This amendment to agreement is with the Economic Security Corporation of Southwest Area (ESC) to act as owner and developer of a property for new construction of one single family home within the region. This program originally provided $90,000 in HOME funds for the construction of a home to be sold to a low-to-moderate income family.

However, the City of Joplin wishes to amend the approved project budget to a total of $114,879.25. The project will be funded through a combination of $63,120.75 of 2013 HOME funds that were already committed to ESC for New Construction projects, and the reallocation of $49,758.50 of 2008 HOME funds from a cancelled Homebuyer Assistance Program. The remaining $24,879.25 of the original $90,000 set aside for ESC New Construction projects in the 2013 Action Plan will be used towards ESC's 2014 New Construction project.

RECOMMENDATION:
Staff recommends approval of the agreement with ESC to continue the new construction portion of the HOME Program on an Emergency basis, so ESC can continue to provide newly constructed housing for low-moderate income families, meeting the definition of Section 2.12(1) of the Home Rule Charter. These activities have received prior approval from the Council as part of the 2013 Action plan.

COUNCIL BILL NO. 2015-369 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity that pertains to 2014 HOME housing developer funds; authorizing the City Manager to execute same on behalf of the City; and ,containing an emergency clause.

WHEREAS, the City of Joplin and the Joplin Area Habitat for Humanity (JAHFH), are desirous of entering into an agreement whereby JAHFH will develop houses for low/moderate income families through the Home Partnership Investment Program (HOME).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and the Joplin Area Habitat for Humanity is entered into that describes the expenditure of 2014 HOME Housing Developer funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreements or Agreements in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3: That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a public health and safety issues, and as such, is considered an emergency and shall take effect immediately upon passage.

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

_____
Michael Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
JOPLIN AREA HABITAT for HUMANITY

THIS AGREEMENT MADE this _____ day of _____, 20__, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 5201 N. Main Street, Joplin, Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the DEVELOPER has been selected by the CITY, and has submitted a proposal for use of HOME funds for a HOME-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning/Community Development Division, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning/Community Development Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. Specific PROJECT locations shall be determined at a later date.

F. **PROGRAM-** is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Fall 2015
Start construction – Project # 2	Fall 2015
Project Completion Date	Spring/ Summer 2016
Home Sold/Occupied	Nine months after construction completion

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed (construction completed and home sold/occupied) **within 4 years of the signing of this agreement**. The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work

tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the approximately **two (2)** PROJECTS in ATTACHMENT B: PROPOSAL FOR: JOPLIN CONSORTIUM; LMI Homebuyer New Construction Program; in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide a working budget and realistic timetable for each PROJECT as relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206). (See Attachment B for reimbursement process). All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof,

ONE HUNDRED AND THIRTY SIX THOUSAND, ONE HUNDRED EIGHTY-THREE DOLLARS and FIFTY cents ($136,183.50) of 2014 HOME Funds.

C. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made

after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. **Affordability (92.252; 92.254):** The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **(Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and

acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

All expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the budget. The DEVELOPER will follow the regulations set forth for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with these regulations will not be reimbursed by CITY and may be grounds for revocation of funding.

C. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

E. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

F. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

H. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

J. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii).

Section VII – Reserved

This section was intentional left blank

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: 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 DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER 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 DEVELOPER 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 its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER 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, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that 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 project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience

In accordance with 24 CFR 85.44, awards may be terminated in whole or in part only as follows:

(a) The CITY with the consent of the DEVELOPER in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) The DEVELOPER upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in ATTACHMENT C of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: October 1, January 1, April 1, and July 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been received thirty (30) days after the due date. If the DEVELOPER has not submitted a report thirty (30) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 211 S. Main Street, Joplin, Missouri, 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18

U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit (See Attachment D) will have to be signed by the principal of the contracting company.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: a Missouri Nonprofit Organization

By: _____ Date: _____

Scott Clayton
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Planning / Community Development Manager

_____ Date: _____

Sam Anselm
City Manager

Attest:

_____

Barbara Hogelin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 12 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne, and
12) City of Purcell.

Attachment B

PROPOSAL FOR:

JOPLIN CONSORTIUM

LMI Homebuyer New Construction Program

The Joplin Area Habitat for Humanity (JAHFH) presents the following proposal intended to meet the requirements of the LMI Homebuyer New Construction Program. Funding was budgeted in the 2014, City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The JAHFH proposes to use the $136,183.50 budgeted in the 2014 Action Plan to assist in the development approximately **two (2)** single family homes. Specific project locations will be determined at a later date. Homes developed under this program will be located in a community that is a member of the Joplin Consortium. Each home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by creating new housing stock and to promote homeownership.

HOME funding will be used for construction materials, specialty labor, other related development costs, and Habitat's administration costs, as related to each HOME assisted housing unit. For the purpose of this activity, construction materials, specialty labor, and other related development costs will be defined as:

> Construction materials will be any material which will become a permanent part of the housing unit.
>
> Specialty labor will be any labor activity which requires a license contractor in the City of Joplin.
>
> Other related development costs will be costs for activities such as, but not limited to, land acquisition and infrastructure costs related to developing lots for new construction.

Each project will consist of three phases of work; Pre construction, Construction, and Project close out.

Pre Construction - A written project cost estimate will be developed for each project prior to any construction work, Habitat will gather sufficient information, with support from the city, to allow for the completion of the required HUD environmental review.

An after construction determination of value will also be prepared to determine the affordability of the home to prospective LMI families and the feasibility of the project in general.

Habitat will submit all required information to the city before starting any project.

Construction -

Minimum Property Standard to be met

1 State and local code requirements.

If no state and local codes apply, one of the following national model codes:

- Uniform Building Code (ICBO)
- National Building Code (BOCA)
- Standard Building Code (SBCCI)

OR

- Council of American Building Officials one- or two-family code (CABO) OR
- Minimum Property Standards* (FHA) at 24 CFR 200.925 (for multi-family) or 200.926 (for one- and two-unit dwellings).

AND

2 Handicapped accessibility requirements, where applicable.

Habitat will submit request for reimbursement for eligible expenses during this phase.

The invoice should contain:
-the organization logo or letterhead,
-address of organization
-list of items to be reimbursed,
-total dollar amount requested,
-contact information

Submit proper documentation of all eligible costs (paid invoices and/or receipts, and proof of payment)

City will process documentation (this should not exceed three weeks).

Habitat has the option of picking up a check at the finance department or having it mailed to a specific address.

Any specialty contractors will have a pre-negotiated start and end date for the project. Contractors will be required to obtain all applicable permits where required. Habitat will oversee each construction project and approve pay requests. Payments to the contractor will be made at pre-determined milestones. The lowest, most responsive and responsible bidder will be awarded each project. The contractor's ability to complete each project in a timely manner will also be considered during the selection process.

Habitat will document all volunteer labor and donated materials, as it relates to each project assisted with HOME funds. The documented labor and materials will be applied to the 25% Non-Federal match required for the HOME program. At Habitat's discretion, they may count as match any Non-Federal investment in HOME-eligible housing as long as the investment meets the following requirements of the HOME regulations: Income determinations (24 CFR 92.203), Property standards (24 CFR 92.251) and Home ownership (24 CFR 92.254).

Project close-out

Habitat will work with the city to submit all required data to allow project to be closed out; including, but is not limited to:

-Copies of all sale documents containing a due on sale provision – indicating the affordability period of the project
-Final reimbursement request
-An itemized report outlining the dollar value of all donated materials and labor

Attachment C

Project Time Schedule

Milestone	***Deadline***
Project Start Date	At Signing
Interim Milestones/Deadlines (list below):	
Start construction – Project # 1	Fall 2015
Start construction – Project # 2	Fall 2015
Project Completion Date	Spring/Summer 2016
Home Sold/ Occupied	Within 9 months of Construction Completion

Attachment D

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Scott Clayton and I am the Executive Director of Joplin Area Habitat for Humanity. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 8, 2015

Item: Council Bill No. 2015-369
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Developer Agreement
2) Council Bill No 2015-369

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

INTRODUCTION:

The following agreement is between the City of Joplin and Joplin Area Habitat for Humanity for 2014 HOME Housing Developer funds.

DISCUSSION:

The City of Joplin helped create a (Home Partnership Investment Program) HOME consortium with Jasper County and other communities in the County to bring more federal housing dollars to the area. The purpose of the consortium is to address housing needs in the area by bringing owner-occupied homes up to code, construct new affordable housing, acquire/rehabilitate homes, and provide homeownership assistance.

The attached agreement is a continuation of the City's partnership with Joplin Area Habitat for Humanity (JAHFH) to act as owner and developer for the construction of new homes in the Joplin area. This program will provide $136,183.50 in 2014 HOME funds for the construction of approximately two (2) homes that will be sold to low-to-moderate income families.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2014-2015 Action Plan.

Staff recommends approval of the agreement on an emergency basis, so JAHFH can continue with new housing construction under the HOME program.

City of Joplin City Council Agenda Item

Requested Council Meeting Date: September 7, 2015

ITEM: Council Bill No. 2015-620. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2016 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2015-620.

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
INTERIM CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2016 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000, and submitted as recommendation from the JCVB Advisory Board.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Event or promotion must be held between Nov 1, 2015 & Oct 31, 2016;
- Event or promotion must be held within 20 miles of Joplin city limits;
- Event or promotion must be open to the general public.

On July 15, 2015, the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY16 Events & Attractions Grant offered through the JCVB. Following the review, the Board listened to presentations from each applicant that included a 5-minute presentation and 5-minute question and answer period.

Funding requests from the fourteen (14) applications totaled $150,610.63. Grant funds available for this program are capped at $110,000. To reach their funding recommendations, the advisory board took into consideration several factors through a detailed scoring criteria.

Applications were worth a total of 100 points with a minimum of 60 points required to be eligible for funding. Applications were scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70+ miles (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an application received 60 points did not automatically mean it would receive funding.

Following the scoring and ranking the Advisory Board discussed each application and made final funding decisions. For the coming fiscal year, they were able to fund every application at least a portion of their request. In a July 29, 2015, Memo to Council, the Joplin Convention & Visitors Bureau Advisory Board submitted the following funding recommendations:

1) Historic Murphysburg Preservation, Inc., **MURPHYSBURG HISTORIC HOME DISTRICT, FY2016**
   REQUESTED = $6,843, RECOMMENDED = $6,843
   Print and social media support to promote Joplin's first neighborhood to be placed on the National Historical Registry.
   - **Walking & Driving Tours Brochure, $1,000**
   - **Web Site Development, $2,750**
   - **Marketing (Social Media), $1,200**
   - **Marketing (Print), $1,893**

2) Carver Birthplace Association, **CARVER BIRTHPLACE PROMOTIONS, FY2016**
   REQUESTED = $12,000, RECOMMENDED = $9,000
   This is a grant to the Carver Birthplace Association to expand their reach on electronic platforms where the National Parks Service sources cannot. This web design will compliment print marketing efforts the association already manages while expanding their electronic messaging efforts and becoming mobile friendly. 64% of their annual visitors are from outside of the region.
   - **Web page design, $9,000**

3) Carver Birthplace Association, George Washington Carver National Monument, **73RD CARVER DAY, July 9, 2016**

REQUESTED = $9,712, RECOMMENDED = $5,700

This is a grant to the Carver Birthplace Association. The National Park Service cannot fund marketing efforts. The association can and has worked closely with the JCVB in the past and this project will be a joint effort in promoting the 73rd Carver Days as well as the 100th Anniversary of the founding of the National Parks Service. GWC is the only National Park in the Joplin Region and one of our highest visited destinations. 64% of their annual visitors are from outside of the region.

- **Marketing (Print), $4,700 (Digital newspaper only)**
- **Marketing (Social), $1,000**

4) Wildcat Glades Conservation & Audubon Center, **WILDCAT GLADES CONSERVATION & AUDUBON CENTER PROMOTIONS, FY2016**

REQUESTED = $2,018, RECOMMENDED = $2,018

Wildcat Glades Conservation & Audubon Center continues to be a major stop-off location for travelers along I-44. Through this grant the Center will be able to update their marketing brochures and place them in key travel information centers already supporting Joplin visitor information.

- **Printing Glades General Information Trifold, $512**
- **Printing Glades Trails Trifold, $768**
- **Graphic Design, $500**
- **Postage, $238**

5) Wildcat Glades Conservation & Audubon Center, **SHOAL CREEK WATER FESTIVAL & WILDCAT PARK CENTENNIAL, August 13, 2016**

REQUESTED = $9,935, RECOMMENDED = $5,100

The 2016 Waterfest will include a celebration marking the 100th year of Joplin's Wildcat Park. Support to the Waterfest has always been focused on those items that bring more out of town visitors to the event.

- **Prize Money, $4,100**
- **Marketing (Facebook), $1,000**

6) George A. Spiva Center for the Arts, **PHOTOSPIVA 2016, March 4 – May 1, 2016**

REQUESTED = $14,994.63, RECOMMENDED = $9,000

PhotoSpiva continues to be one of the Spiva Center for the Arts' top attended shows annually. The grant assistance is for target marketing of the event; both seeking entries as well as viewers to the exhibit.

- **Marketing (Placed Ads), $5,395.37**
- **Marketing (Print), $2,854.63**
- **Web Site Update, $750**

7) Active Lifestyle Events, **JOPLIN MEMORIAL MARATHON, May 20-21, 2016**
REQUESTED = $15,000, RECOMMENDED = $15,000
Growing to be one of Joplin's signature running events, the Joplin Memorial Run will become the Joplin Memorial Marathon in 2016. This event will also be a part of the 5th year remembrance activities.
- **Marketing (Print), $3,000**
- **Marketing (Electronic-*Facebook & Constant Contact*), $7,325**
- **Market at 6 Race Expos, $2,175**
- **Guest Speaker/Motivator, $2,500**

8) Rufus Racing, LLC, **SUMMER ROUNDUP TRIATHLON, July 10, 2016**
REQUESTED = $15,000, RECOMMENDED = $15,000
Through previous grant support the Rufus Racing Summer Roundup Triathlon has grown to become the largest open-water Triathlon between Kansas City and Dallas. This event is a positive example of the Joplin region's expanding active lifestyle.
- **Creative Design, $1160**
- **Marketing (Print), $800**
- **Marketing (Social Media), $1,825**
- **Marketing (Web Based), 1,380**
- **Marketing (Postage), $325**
- **Video Production, $1,000**
- **Web Site (Mobile), $3,000**
- **Chip Timing, $2,200**
- **Goodie Bags inserts (@ other events), $250**
- **Awards and Prizes Money, $3,060**

9) Joplin Trails Coalition, **2016 CYCLING EVENTS, ROUTE 66 TOUR, JUNE 4, 2016 & MAPLE LEAF TOUR, OCT 8, 2016**
REQUESTED = $2,500, RECOMMENDED = $2,500
Two bicycling events cover the regional market with 100 mile rides. This support is for a perpetual marketing effort that will not only promote the upcoming event, but also one in the second half of the year. The marketing plan will grow the interest in the events as well as announcing another cycling event in the Joplin region.
- **Duel Marketing for both events**
- **Flyer Design, $300**
- **Printing (Flyer & Save the Dates Cards), $600**
- **Active.com marketing, $500**
- **Social Media (3 mos prior to event, $200 per event), $400**
- **Photo Shoot for Cycling Images, $300**
- **Route Safety Supplies, $250 (grow infrastructure inventory)**
- **Postage, $150**

10) Joplin History & Mineral Museum, **JOPLIN FOUNDING FATHERS DAY, June 10-11, 2016**

REQUESTED = $10,223, RECOMMENDED = $5,000

A new event to bring Joplin's Founding Fathers to life through the Chautauqua performance style. To be held around Father's Day 2016, this inaugural event will bring Joplin's history to life through personal stories of 1 or 2 historical figures.

- **Chautauqua Performers, $5,000**

11) Central Christian Center, **JOYFUL HEARTS CONFERENCE, July 15-16, 2016**

REQUESTED = $11,675, RECOMMENDED = $6,379

Christian Women's conference moving into its 3rd year. Grant funding is to expand the marketing reach of the conference to grown attendance.

- **Marketing (Print), $1,675**
- **Marketing (Social), $1,104**
- **Web design, $3,000**
- **Creative design, $600**

12) Joplin Disc Golf Club, **11TH ANNUAL FOUR STATES OPEN, September 23-25, 2016**

REQUESTED = $10,710, RECOMMENDED = $10,710

Once solely held in McClelland Park, this event has grown and is now played on 4 regional disc golf courses. The event continues to grow in stature and participants. Through continued JCVB grant assistance, they have established a competitive prize money pool and is now a "B-tier" event, attracting nationally ranked players. In 2016 the event will mark its 11th year.

- **Marketing (Magazine), $710**
- **Marketing (Facebook), $1,500**
- **Marketing (Web Based), $1,000**
- **Prize Money, $7,500**

13) 4-State Trucks – Chrome Shop Mafia, **GUILTY BY ASSOCIATION – TRUCK SHOW AND CONVOY, September 25-26, 2016**

REQUESTED = $15,000, RECOMMENDED = $15,000

By far one of the largest private/public FREE events of the year. 4-State Trucks/Chrome Shop Mafia host this event at their location near the I-44, exit 4 interchange. During the final night, participating truckers convoy into Downtown Joplin. Each year the convoy is either near or breaks the world record for a truck convoy (230+). The convoy parks along downtown streets for a public showing of their custom features and light packages. This event is well attended by the public and appreciated by downtown merchants.

- **Marketing (Radio/TV), $3,250**
- **Marketing (Truck related Print), $1,000**
- **Performers, $10,750**

14) MSSU Alumni Association, MISSOURI SOUTHERN HOMECOMING 2016, October 3-8, 2016
REQUESTED = $15,000, RECOMMENDED = $2,750
Grant funding requested to support the marketing of the annual Homecoming activities. This event invites alumni back to Joplin to reconnect with MSSU students and programs.

- Advertising (Print), $2,750

The JCVB Advisory Board supported Staff's request for two changes for the FY16 grant year criteria. First, the marketing grant was extended to include regional attractions versus solely for events. Three attractions applied and received full or partial funding (items 1, 2 & 4 above). It is believed this will compliment and expand the JCVB's annual marketing efforts. Second, of the $120,000 annual set aside for the grant programs, in the past $100,000 was applied to the Special Event Grant and $20,000 ($5,000, 4x a year) for the quarterly-based, Community Event grant. For FY16, $110,000 was applied directly to the Event & Attraction Grant funding and $10,000 kept in reserve. This reserve with be distributed throughout the FY at the discretion of the JCVB director, with Advisory Board approval. The difference being that funding support for an event can happen more direct than requiring an applicant to wait to apply within a particular quarter. The Board will still have approval authority for issuing these funds, but at any board meeting rather than 4 specific times a year.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend approval of the recommended funded allotments and that Grants be awarded to the fourteen (14) events & attractions as described herein.

COUNCIL BILL NO. 2015-620 ORDINANCE NO.

AN ORDINANCE approving the applications of Historic Murphysburg Preservation, Inc., for Murphysburg Historic Home District Promotions; Carver Birthplace Association, for Carver Birthplace Promotions and 73rd Carver Day event, Wildcat Glades Conservation & Audubon Center, for Wildcat Glades Conservation & Audubon Center Promotions and Shoal Creek Water Festival & Wildcat Park Centennial; George A. Spiva Center for the Arts, for PhotoSpiva 2016, Active Lifestyle Events, for Joplin Memorial Marathon; Rufus Racing, LLC, for Summer Roundup Triathlon; Joplin Trails Coalition, for 2016 Cycling Events (Route 66 Tour and Maple Leaf Tour); Joplin History & Mineral Museum, for Joplin Founding Fathers Day; Central Christian Center, for Joyful Hearts Conference; Joplin Disc Golf Club, for the 11th Annual Four States Open; 4-State Trucks/Chrome Shop Mafia, for Guilty By Association, Truck Show and Convoy, and MSSU Alumni Association, for Missouri Southern 2016 Homecoming for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals or celebrations and other events be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Historic Murphysburg Preservation, Inc., for **Murphysburg Historic Home District Promotions, FY2016** in the amount of Six Thousand, Eight Hundred and Forty-Three Dollars ($6,843); Carver Birthplace Association, for **Carver Birthplace Promotions, FY2016** in the amount of Nine Thousand Dollars ($9,000); Carver Birthplace Association, George Washington Carver National Monument, for **73rd Carver Day** (July 9, 2016) in the amount of Five Thousand, Seven Hundred Dollars ($5,700); Wildcat Glades Conservation & Audubon Center, for **Wildcat Glades Conservation & Audubon Center Promotions, FY2016** in the amount of Two Thousand, Eighteen Dollars ($2,018); Wildcat Glades Conservation & Audubon Center, for **Shoal Creek Water Festival & Wildcat Park Centennial** (August 13, 2016), in the amount of Five Thousand, One Hundred Dollars ($5,100); George A. Spiva Center for the Arts, for **PhotoSpiva 2016** (March 4–May 1, 2016) in the amount of Nine Thousand Dollars ($9,000); Active Lifestyle Events, for **Joplin Memorial Marathon** (May 20-21, 2016) in the amount of Fifteen Thousand Dollars ($15,000); Rufus Racing, LLC, for **Summer Roundup Triathlon** (July 10, 2016) in the amount of Fifteen Thousand Dollars ($15,000); Joplin Trails Coalition, **2016 Cycling Events, Route 66 Tour** (June 4, 2016) and **Maple Leaf Tour** (October 8, 2016) in the amount of Two Thousand, Five Hundred Dollars ($2,500); Joplin History & Mineral Museum, for **Joplin Founding Fathers Day** (June 10-11, 2016) in the amount of Five Thousand Dollars ($5,000); Central Christian Center, for **Joyful Hearts Conference** (July 15-16, 2016) in the amount of Six Thousand, Three Hundred and Seventy-Nine Dollars ($6,379); Joplin Disc Golf Club, for the **11th Annual Four States Open** (September 23-25, 2016) in the amount of Ten Thousand, Seven Hundred and Ten Dollars ($10,710); 4-State Trucks/Chrome Shop Mafia, for **Guilty By Association, Truck Show and Convoy** (September 25-26, 2016) in the amount of Fifteen Thousand Dollars ($15,000), and MSSU Alumni Association, for **Missouri Southern Homecoming 2016** (October 3-8, 2016) in the amount of Two Thousand, Seven Hundred and Fifty Dollars ($2,750) for utilization of FY2016 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Account No. 105-4080-560-7505, to pay the grant amounts awarded.

Leslie Haase, Director of Finance

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 17, 2015

ITEM: COUNCIL BILL NO. 2015-517
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with South Main TIF Redevelopment Plan and TIF Contract

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

INTRODUCTION:
This Council Bill approves the South Main Street Tax Increment Financing Plan, establishes the redevelopment area, designates the developer and approves the TIF Contract.

DISCUSSION:
Developer Rodney Spriggs, representing RKS Development, brought forward a proposed TIF (tax increment financing) plan several months ago. The South Main TIF, which proposes the redevelopment of approximately 83 acres of land in an area on both sides of Main Street south of 32nd Street and north of Interstate 44. Under the TIF Plan, the Redevelopment Area will be redeveloped as six separate Redevelopment Projects with mixed use retail and commercial facilities. Improvements necessary to redevelop the Redevelopment Area include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements. A significant portion of the project will require adherence to the Clean Water Act requiring wetland and stream mitigation.

The TIF Plan identifies the need for public assistance through the adoption of tax increment financing to help eliminate blighted conditions through the funding of the improvements described above and other Redevelopment Project Costs, which will ultimately enhance the tax base of the taxing districts within the Redevelopment Area. It is not reasonably anticipated that the Redevelopment Area will be developed through private investment without the use of tax increment financing. The City hired Springsted, Inc. to perform and present a "But-For" analysis. The analysis showed that "but-for" tax increment financing the project would not reasonably be expected to occur. Additionally, the Finance Director evaluated the financial capacity of the developer to complete the development.

The South Main TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the TIF generates revenue from the incremental increase in sales tax and property tax, the

developer will be reimbursed for a portion of the costs of the above referenced improvements from these proceeds. The TIF will capture 50% of the incremental increase in Economic Activity Taxes (EATS-sales tax and franchise tax) and 100% of the incremental increase in PILOTS (property tax). This TIF Plan contemplates local tax increment financing assistance totaling $37,481,464 (including interest expense), which represents approximately 16% of the anticipated total costs of the Redevelopment Project of $230,330,053. While the statutory limit for a TIF District to collect the incremental increase in EATS and PILOTS is twenty-three years, this TIF Plan caps the timeframe at sixteen years from the activation of each individual project.

This TIF Plan was presented to the TIF Commision at a public hearing on April 30, 2015 and following the presentation of evidence and testimony was continued to May 28, 2015. Again, on May 28, 2015 a public hearing was held with additional evidence and testimony being heard. Following the close of the public hearing, the TIF Commission, by 7-1, voted to approve and adopt resolutions recommending to the City Council that:

1. The Redevelopment Area described in the TIF Plan be designated as a blighted area.
2. Specific statutory findings be made regarding the TIF Plan.
3. The TIF Plan and Redevelopment Projects 1 through 6 be approved.
4. RKS Development, LLC be designated as the developer for the Redevelopment Projects.

With this ordinance, Council is being asked to approve the South Main TIF, establish the redevelopment area, designate RKS Development as the developer of this TIF, and approve the TIF Contract. While this action formally establishes the TIF District, none of the redevelopment projects are being activated at this point in time. Further council action will be required to activate the redevelopment projects. The TIF Plan includes a budget for the entire redevelopment area. Since the Redevelopment Projects will be activated at different times, the TIF Contract makes provisions to ensure an appropriate level of public assistance is provided for each redevelopment project. Prior to activating each redevelopment project, an individual budget for that redevelopment project will be required as well as proof that sufficient property within each project has been secured.

The TIF Contract also makes provisions for proportional savings between the developer and the taxing jurisdictions to the extent the total project costs shown in the budget are less than what is projected in the budget. In addition, if the developer earns excess profits from the project as defined in the TIF Contract, the taxing jurisdictions will share in the excess profits in an amount proportional to the public investment in the project. These provisions help ensure an appropriate level of public assistance is used in these types of developments.

RECOMMENDATION:

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

COUNCIL BILL NO. 2015-517 ORDINANCE NO.

AN ORDINANCE approving the South Main Street Tax Increment Financing Plan, establishing a redevelopment area, designating RKS Development, LLC, as the developer of the Redevelopment Projects, approving a Tax Increment Financing Contract, and authorizing the City Manager to execute the Contract.

WHEREAS, the South Main Street Tax Increment Financing Plan (the "Redevelopment Plan") was submitted by RKS Development, LLC (the "Developer") requesting that the City of Joplin (the "City") establish a tax increment financing district on approximately 83 acres of land in an area on both sides of Main Street south of 32nd Street and north of Interstate 44 as more specifically described in Exhibit A of the Redevelopment Plan (the "Redevelopment Area") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo 2000, as amended (the "Act"); and

WHEREAS, the Redevelopment Plan provides for the redevelopment of the Redevelopment Area in six (6) projects designated as Redevelopment Projects 1, 2, 3, 4, 5, and 6; and

WHEREAS, pursuant to the Act, the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Redevelopment Plan to the City Council of the City of Joplin, Missouri (the "City Council); and

WHEREAS, the Joplin School District designated two representatives, Newton County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and

WHEREAS, notice of a public hearing on April 30, 2015, before the Commission to discuss the proposed Redevelopment Plan and the Redevelopment Projects included therein, was provided in accordance with the provisions of the Act; and

WHEREAS, the public hearing was opened by the Commission on April 30, 2015, and following the presentation of evidence and testimony, was continued to May 28, 2015; and

WHEREAS, notice of amendments to the proposed Redevelopment Plan was provided to the taxing jurisdictions on May 20, 2015; and

WHEREAS, on May 28, 2015, the continued public hearing was opened and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan and Redevelopment Projects and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt resolutions recommending to the City Council that 1)

the Redevelopment Area described in the TIF Plan be designated as a blighted area; 2) specific statutory findings be made regarding the TIF Plan; 3) the TIF Plan and Redevelopment Projects 1 through 6 included therein be approved; and 4) RKS Development, LLC, be designated as the developer for the Redevelopment Projects; and

WHEREAS, the City and the Developer have reached agreement on the terms of a redevelopment agreement in the form of a Tax Increment Financing Contract Between the City of Joplin, Missouri and RKS Development, LLC for the South Main Street Tax Increment Financing Plan (the "TIF Contract") and the City Council desires to approve the TIF Contract and authorize the City Manager to execute it on behalf of the City; and

WHEREAS, on _____, 2015, the City Council considered the Redevelopment Plan and the recommendations of the Commission to approve the Redevelopment Plan and Redevelopment Projects included therein, the designation of the Redevelopment Area, the designation of Developer as the developer for the Redevelopment Projects, and the TIF Contract; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendations of the Commission, desires to approve the Redevelopment Plan, designate the Redevelopment Area, designate Developer as the developer for the Redevelopment Projects, and the TIF Contract.

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

Section 1. That the Redevelopment Plan, dated May 15, 2015, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. That the tracts of land legally described in Exhibit 1 to the Redevelopment Plan are hereby designated as a Redevelopment Area.

Section 3. That the City Council hereby finds that:

1) The Redevelopment Area on the whole is a blighted area as defined in the Act and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing pursuant to the Redevelopment Plan, and such fact is acknowledged on behalf of the Developer in an affidavit included in Exhibit 7 to the Redevelopment Plan. The areas selected for the Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements. The following factors, as further outlined in the Blight Analysis included in Exhibit 4 of the Redevelopment Plan, are found to

exist within the Redevelopment Area constituting an economic liability and a menace to the public health, safety, morals, or welfare based upon a predominance of the following:

a. Unsanitary and unsafe conditions;

b. Defective or inadequate street layout;

c. Improper subdivision or obsolete platting;

d. Deterioration of site improvements; and

e. The existence of conditions which endanger life or property by fire and other causes.

2) The Redevelopment Plan conforms to the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin, the comprehensive plan for the City as a whole.

3) The completion of the Redevelopment Projects included in the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs associated with the Redevelopment Projects will occur no later than twenty-three (23) years from the adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area. The completion of all projects included in the Redevelopment Plan and retirement of any obligations incurred to finance redevelopment project costs will occur no later than thirty-three (33) years from the adoption of the ordinance approving the Redevelopment Plan. No property for a project will be acquired by eminent domain later than five (5) years from the adoption of the ordinance approving the Redevelopment Project.

4) The Redevelopment Plan includes a plan for relocation assistance for businesses and residences located in the Redevelopment Area.

5) A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act. The analysis shows the impact on the economy if the Redevelopment Projects are not built, and are built pursuant to the Redevelopment Plan. The cost-benefit analysis includes a fiscal impact study on every affected political subdivision,

and sufficient information for the City Council to evaluate whether the Redevelopment Plan as proposed is financially feasible.

6) The Redevelopment Plan does not include the initial development or development of any gambling establishment.

Section 4. That RKS Development, LLC is hereby designated as the developer of Redevelopment Projects 1, 2, 3, 4, 5, and 6.

Section 5. That the Tax Increment Financing Contract Between the City of Joplin, Missouri and RKS Development, LLC for the South Main Street Tax Increment Financing Plan attached hereto as Exhibit B is approved and the City Manager is authorized to execute said Contract on behalf of the City.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

B.

SOUTH MAIN

TAX INCREMENT FINANCING PLAN

JOPLIN, MISSOURI

May 15, 2015 4th Draft

PREPARED BY:
Gross & Associates
8270 West Farm Road 160
Republic, MO 65738
(417) 425-9460

PENDING APPROVALS

1. Tax Increment Financing Commission Public Hearing & Recommendation to City Council
2. City Council Approval

C.

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RE: Changes to the Main Street TIF Redevelopment Plan April 15, 2015 3rd Draft

Draft #3 dated April 15, 2015 was submitted to the TIF Commission. The public hearing was held on April 30, 2015. The hearing was held and continued to May 28, 2015 to allow for some changes to the Plan. I Am the consultant to the Developer and have prepared the plan, thus I am providing you a summary of the changes in accordance with Section 99.825 of the TIF Act, which requires a notice to the affected taxing districts at least seven days prior to the conclusion of the public hearing. I have attached copies of certain exhibits that have been changed. Following is a summary of the changes to the Plan.

1. The Developer has agreed to limit the term of the TIF to 16 years for each Redevelopment Project Area (RPA). There are six RPAs in the plan. The prior plan allowed for each RPA to run for the entire 23 year term as allowed by the TIF Act. This means that by the 16th year of any RPA the TIF will be terminated for that RPA regardless if the Developer has been fully reimbursed or not. If the Developer is fully reimbursed prior to the 16 years the TIF will terminate sooner.
2. The Reimbursable Project Cost has not changed, except the interest allowance request has been increased by $442,429.
3. The total project Cost has increased by $7,598,157, of which $7,155,728 is not reimbursable.
4. The But For Analysis has changed as a result of the changes in project cost. The But For analysis attached was prepared by myself for the Developer. The City has hired a third party to prepare a third party review of the But For, and may vary from the attached one prepared by and for the Developer.
5. RPA 2 & 3 have been changed. Property inn RPA 3 has been moved to RPA 2. No changes in total property, just a switch in project areas.
6. As a result of the changes, the projected cash flows of the TIF indicate that the TIF will be totally reimbursed by 2030.

This is a summary of the changes in the TIF Plan as of this date. Should further changes be made you will receive further notice of such changes. The TIF Commission may or may not make their recommendations on May 28, 2015. The Commission can continue the hearing, or close the hearing if not changes are made. The Plan is not yet approved. The changes are just a report of the changes to date from the prior version of the Plan. The TIF Commission will make a recommendation to the City Council, whom will have the authority to approve or reject the Plan.

I. SUMMARY OF PLAN

Following is a brief summary of the herein proposed Tax Increment Finance Plan and Redevelopment Area. The intent of this Summary is to acquaint the reader of this Plan with the overall intent and concept of the Plan. It will give a summary of the various terms of the proposed Plan. Readers are advised to read the entire Plan and not use the Summary to conclude any specific terms. Efforts in the drafting of the Summary to be all inclusive and correct, but the actual terms of the TIF Plan and Redevelopment Area are specified within the Plan and not within the Summary. The final adoption of this Plan will be the adoption of the Plan that is specified within the remainder of this Document and not the Summary Section.

The proposed Redevelopment Area is an estimated 83 acres of land, which generally lies on both sides of Main Street and south of 32nd Street, and north of I-44, in Joplin, Missouri. It more specifically lies east of Main Street from 36th Street north of 34th Street to the south side of the CVS Pharmacy Property, and both on the east and west side of Main Street from 36th Street south to 42nd Street, and East of Main Street from 42nd Street south to just north of 44th Street. The eastern and western boundaries vary. The Redevelopment Area is divided into six (6) Redevelopment Areas. The Redevelopment Area is broken up into RPA's in order to allow a developer to focus on the areas based on market conditions. The Plan calls for all six Redevelopment Areas to be activated different times/ RPAs 2 & 6 would be activated in 2015, RPAs 3 & 5 is projected to be activated in 2017, and RPAs 1 & 4 are projected to be activated in 2018. Market conditions may alter the activation of RPAs 3, 5, 1, & 4, but RPAs 2 & 6 would be activated upon approval of the Redevelopment Plan. Each RPA will terminate upon payment of all of the Redevelopment Project cost, or 16 years from the date of activation of the RPA, whichever comes first. The Developer is proposed to be RKS Development, LLC, which is comprised of Rodney Spriggs, Ken Caviness and Steve Wilcox, whom own and operate Vintage Stock, a retail operation with 45 stores nationwide and headquartered in Joplin. All three are Joplin natives. To date they have acquired an estimated 45 acres, or 54% of the total Redevelopment Area, they propose to possibly purchase an estimated total of 77 of the acres. The estimated Reimbursable project cost total is an estimated $37 million, including interest, or only 16% of total $230 million estimated project cost. It is proposed, as part of the Plan, that the Developer will create a "community improvement district" (CID), and impose an added 1% sales tax and contribute 100% of the sales tax revenue to fund Reimbursable Project Cost, 29.4%, thus reducing the cost to the current local taxing districts to 16%. Currently 78% of the redevelopment area is classified residential or agricultural, thus the County Sur-charge, or merchants and manufacturers tax is not imposed or collected on these properties. The County Sur-Charge is currently $.40 per $100 of assessed value. The funds derived from this tax is paid to all taxing districts based on the proportionate share of the total levy. The total revenue from the surcharge in the Redevelopment Area on the commercial classified property of $351,000, or 24% of the total assessed value of the Redevelopment Area, is currently $1,460,635, See Exhibit 5 for details. The Redevelopment plan will cause 96% of all of the property to be classified as commercial, thus the Sur-Charge will be imposed. Currently The TIF Act prohibits a TIF from capturing any of the County Sur-Charge. This will give the taxing districts a significate increase in taxes during the term of the TIF, estimated to be an additional $114,691 per year (average over 15 years) above the current $1,236.32. The total taxes estimated to be collected by the taxing districts if no TIF is approved is $1.4 million annually over a 15 year period, and that is with calculating an annual increase in assessed value of 0.018%, and an annual growth in tax levies of .00925%, which grants a combined annual growth rate of 0.0273%, which is based on historic growth in the area over the past five years. See Exhibit 10 for details. The total estimated increase in property taxes to the taxing districts over the 16 years is a combined $53,297, or $3,331 per year if no redevelopment occurs and the previous five-year growth is applied. See Exhibit 10 for details. No property taxes will be captured by the TIF from property classified as residential, if the Redevelopment Plan is approved. The only projected residential is in RPA 6, with the possible development of a new apartment building. The projected assessed value on that parcel is $935,839, and it is calculated in Exhibit 11 to go to the taxing districts. Any funds generated from residential assessments will be declared as a surplus and repaid to the taxing districts on a pro-rata bases based on their levy. If the Redevelopment Plan is approved, and TIF is imposed in accordance with the Plan, an estimated $4,856,417 in property tax revenue would be generated and paid to the taxing districts during the estimated 15-year term of the TIF, which would be a

total increase of $3,633,666 over the same period with no TIF, which is a 297% increase, or an annual average increase of $242,244. See Exhibit 8 for details. This is after the TIF captures the PILOT's as proposed under the Plan. See Exhibit 10 & 11 for details. The two taxing districts, which collect sales tax, the City and the County, would collect an estimated $301,271 over 16 years, or an annual average of $18,829 assuming no TIF is approved. With the TIF, it is estimated they will collect $16,900,988 over the 15-year period, after paying the 50% share of new taxes to the TIF.

E.+

II INTRODUCTION

Eminent domain will not be utilized for the redevelopment itself. It is anticipated that the Developer selected will be obligated to demonstrate that the Redeveloper can or will acquire ownership of the substantial majority of the land within the Redevelopment Area without the assistance of eminent domain. However, it is possible that eminent domain may be required to complete the upgrading and widening of the streets, utilities, and storm water easements and which will benefit the neighboring residential areas, in the normal manner which the City uses Eminent Domain in such cases. The current zoning is a mixture of residential and commercial. Future land use is projected to be mostly commercial. The 2012

The Redevelopment Area qualifies as a "Blighted Area," as defined by the Act and as evidenced by the information provided in the "Blight Study" attached to this Plan as Exhibit 4. The Area is considered a neighborhood in transition from residential to commercial. Since the development of I-44 the frontage property along Main Street, also known as "Hearne's Boulevard", has attempted to move from a residential area to a commercial usage. Most attempts to convert the usage consisted of converting existing residential buildings to commercial usage. This conversion effort has left commercial use properties along Main Street, which are in many cases in buildings that would not meet current commercial building codes, and the site is smaller than the current industry demand for new stand-alone commercial properties. Few productive and active commercial businesses are operational south of 32nd Street. The cost of acquiring various small residential or commercial parcels sufficient to construct new and modern standalone buildings will likely exceed the value of the property and force prospective developers to seek "greenfield" property outside the Redevelopment Area, thus leaving the area to further deteriorate in condition and value. The Area also has an elementary school, Stapleton Elementary, which suffers from a poor layout and land use, due to a parking lot south of the school that requires employees and patrons to cross 41st Street without traffic controls to get to the school buildings. The area also has an older multifamily apartment building, Village Oaks, which is in terrible interior and exterior condition. A significant amount of the buildings are vacant and boarded up. The presence of the apartment building in the area deters new investment due to the condition of the property and the increased police calls. The property has a long history of police calls to the property, 135 in the past five years, thus being next to the elementary school creates a safety condition for the students. The area has blue line streams in the low portion of the area, which captures the storm water drainage for the area and captures the run off for a significant portion of property outside the area. In order to develop or redevelop the property a mitigation plan must be approved by the Corp or Engineers. A significant amount of property will be consumed to allow for the mitigation. With these current conditions, it is unlikely that the area will develop in the proper manner. With the construction of the new Mercy Hospital south of I-44 and east of Main, the area will have significant traffic flow increase and should develop a demand for commercial property since the traffic will no longer be transit in nature. The Redevelopment Area is substantially underutilized, thus providing the City substantially less than its full measure of property taxes, sales taxes and employment opportunities for its residents. The property has not been subject to significant growth or development through investment by private enterprise. The Redevelopment Area cannot be reasonably anticipated to be redeveloped without the adoption of tax increment financing to defray, among other things, the costs of rectifying the conditions causing the Redevelopment Area to qualify as a Blighted Area.

This Plan anticipates that the Redevelopment Area will be redeveloped in segments or phases, referred to as "Redevelopment Project Areas." A total of six Redevelopment Project Areas are projected. Each Redevelopment Project Area (RPA) will have its own project, referred to as a "Redevelopment Project." The development of the entire Redevelopment Area, by the Developer selected, is estimated to take approximately (4) to (6) years. The Redevelopment Projects shall be implemented no later than ten (10) years from the adoption of the ordinance approving the Redevelopment Plan. It is understood that the approval and future development of any Redevelopment Project will not impair the ability to subsequently approve other Redevelopment Projects. It is proposed that RPAs 2 & 6 will be activated in 2015, RPAs 3 & 5 in 2017, and RPAs 1 & 4 in 2018. It may take the 4-6 years to fully develop each RPA, but it is anticipated that the "energy" of each RPA that is activated and developed will spur new activity and growth.

Comprehensive Plan specifically identifies the South Main to Downtown Corridor. The Plan specifies and encourages the development of mixed use commercial along the frontage of Main Street with residential behind the frontage. The Redevelopment Plan does comply since all of the frontage will be mixed use commercial and new residential is being developed behind the commercial in RPA 6.

With the adoption of Tax Increment Financing, each of the RPA areas that are activated, within the Redevelopment Area and adjacent thereto will enjoy increased sales, thereby strengthening and extending the useful economic life of both the subject tracts and neighboring tracts and businesses. Additionally, the assessed value of the Area will increase because of the private investment by the Developer, thus increasing the property tax base of the area and surrounding areas. Therefore, the City and other taxing districts will receive increased sales and other taxes from this area as a direct result of the Tax Increment Financing Plan and the new development. Currently within the Redevelopment Area, there are 83.117 acres (see Exhibit 5 for details) of which 645.02 acres or 78% of the land is classified residential and/or agricultural and only 7.153 acres are commercial or 8.6% of the total. The remaining 10.94 acres is tax exempt, or 13.2%. The Redevelopment Plan calls for redevelopment of the area whereby the end result will produce 93% of the area in commercial classification, see Exhibit 9 "Development Schedule Build-Out for details. This is extremely relevant and important to the taxing districts, which collect property taxes. Under the TIF Act, the County Sur-charge, or merchants and manufacturers tax, cannot be captured by the TIF. This tax is collected and paid to the taxing districts, even on any increase in assessed value. Based on the projections of the Redevelopment, this will generate an estimated $115,000 per year in new tax revenue, over the estimated 15 years of the TIF, based on the current levy of $.40 per $100 of assessed value, or an estimated $1.8 million in new tax revenue over the estimated 15 year term the TIF is proposed to capture property tax, thus the Redevelopment of the area into a viable commercial area will benefit the taxing districts during the TIF period as well as after the termination of the TIF. See Exhibit 13 for details.

The redevelopment of this district will also provide the City of Joplin with better utilization of facilities and infrastructure. As experienced by many cities, often developers choose to develop in "green fields" at the edges of existing development. Development in these "green field" areas are less expensive and quicker as there are commonly no assembly of land issues, neighbors who have concerns, storm water runoff issues, existing buildings and utilities to remove, or possible environmental concerns from asbestos, petro carbons and other contaminants. Greenfields are defined as new undeveloped areas with all infrastructure in place, usually a new commercial development area. As residents move outward, cities must extend utilities and infrastructure at increased expense. Moreover, departing residents and businesses leave cities with that common concept of the "donut hole" in parts of the city. In contrast, the redevelopment of this area will retard the deterioration of surrounding areas, both residential and commercial; provide jobs and less utility extensions.

The Blight study, as supplemented, attached as Exhibit 4 finds the area to be a Blighted Area within the definitions of the Tax Increment Financing statutes.

At approximately the time the required notices are provided to the taxing districts, a Request for Proposal will also be published to solicit a Developer. The City will then select a Developer from among the proposals. The chosen Developer shall document the new jobs within the Redevelopment Area. It is anticipated that any proposal shall include numerous new jobs, thereby strengthening the economic and employment base within the City of Joplin.

The Redevelopment Project will include and consist of site preparation, design and construction of a number of individual commercial developments ("Redevelopment Project Areas") within the Redevelopment Area. The proposed legal descriptions of the Individual Project Areas will be set forth within Exhibit 1. Redevelopment Project Areas may be redefined, resized and renumbered at the discretion of the Developer to meet market conditions and development demand subject to the approval of the City's governing body. Some Individual Project Areas are likely to be developed before others. A Preliminary Site Plan for the Redevelopment Projects as determined by the chosen Developer will be attached as Exhibit 2,

and will graphically depict the location of the proposed Project Areas. In connection with the planned developments for the Redevelopment Area, the Developer will be required to demolish most existing structures in the Redevelopment Areas upon property which the Developer takes ownership, which will be obtained and accomplished on a best efforts basis, and construct the buildings and improvements described on the Preliminary Site Plan, as may be modified. The Plan, as approved, will require the chosen Developer to construct and upgrade the development with enhanced quality of construction. As set out in greater detail below, the costs of the following categories shall be treated as and considered to be Reimbursable Project Costs pursuant to this Plan:

Street Improvements. The following street improvements will be accomplished: A new traffic light is proposed to be installed at 33rd Street and 39th Street, subject to MoDOT and City approval, complete with turn and stacking lanes. Turn and stacking lanes are proposed to be added at the current traffic light at 41st Street. Virginia Avenue will be extended from 39th Street to 33rd street. Joplin Avenue will be extended from 41st street to intersect with 36th Street. Pennsylvania Avenue will be upgraded to handle the increased traffic from the new proposed parking lot for the School. Streets will be reconstructed and upgraded to City/MoDOT standards (including removal of old street materials from the site where needed) and dedicated to the City, or MoDOT, to the extent feasible and acceptable to the City and MoDOT. Utilities in the ROW will need to be relocated to more appropriate locations. Way finding signs will be replaced and reinstalled at the perimeter entrances to the new intersections to increase awareness and speed up traffic flow. Streets and driveways into the various Redevelopment Project Areas will be constructed to MoDOT/City standards, depth, composition, etc. Within the Redevelopment Area it is estimated that $7.5 million in street and street related improvements will be needed. See Exhibit 3 for details.

Utilities Installation, Relocation, Upgrades: Due to the extensive amount of demolition of outdated structures, it is anticipated that the potable water, sewer, and other utilities will need to be relocated, extended, and or upgraded throughout the Redevelopment Area. There are two large tracts of land within the Redevelopment that have no utilities extended. Within RPA-2 there is an estimated seven acre tract, that is undeveloped, and within RPA-6 there is an estimated 18 acre tract that is undeveloped. All of the utility services will need to be extended within these two tracts. All utilities will be extended and upgraded in accordance with the guidelines of the Utility companies. The total estimated cost for Utility work is estimated at $3 million.

Extraordinary Land/Site Preparation Costs. The following will be accomplished: demolition and/or removal of the existing buildings on most property acquired by the Developer (on a best efforts basis to acquire the properties), and parking areas; demolition and removal of building materials and old asphalt paving materials to an appropriate off-site location or site fill where needed and approved; removal of any hazardous or environmental contaminating materials to an appropriate off-site location; removal and relocation of all utilities associated with demolition, insuring that neighboring owner's utilities are not interrupted. The total estimated cost is $10 million.

Storm Water Improvements/Mitigation Cost. The following will be accomplished: Current on-site storm water drainage is handled by flow into the low point of the area west of Main Street and south of 36th Street, located in the center of the Redevelopment Area, and the low point within the Redevelopment Area. The area is within the Flood plain of the Shoal Creek Basin. The streams are blue line streams, which are regulated by the Corp of Engineers and upon consultation with them, have determined that the area must be mitigated in order to allow any new storm water runoff. Plans have been

submitted to the Corp for approval which mitigates the area sufficiently to handle any new run off and manage existing runoff in the area. The mitigation plans calls for the preservation of the streams. Certain areas may require surface detention area to be constructed to slow down the runoff. The cost of mitigation and related cost is estimated at $3.9 million. Some storm water work, such as drainage for streets, will be covered in the Street Budget.

Additional Building Enhancements. The following will be accomplished: All new buildings to be masonry construction with combinations of brick/stone/block; variations in color and materials will be used to enhance appearance and style; no new metal buildings will be constructed, with the exception of the rear of buildings which will not have street visibility or neighbor visibility; all rooftop units/HVAC and roof-mounted equipment will be screened from the ground and street level in all directions (this is particularly important because of the elevation changes within the Redevelopment Area. All utilities will be underground or screened as code permits; loading docks and trash compactor areas will be screened as feasible; building entrances will be sheltered with canopies, awnings, etc., as permitted by tenant's prototypical building design; all external emergency exits and service doors will have contrasting frames and lintels on the exterior. There has been no Reimbursable Project Cost included for reimbursement of any specific enhancement to any private building. The Developers just intend to enforce all construction to adhere to these guidelines, except underground utilities.

Property Acquisition Cost: The Developer does not seek reimbursement for all land acquisition, which is an eligible cost under the TIF Act, but does seek the authority to be reimbursed for a portion of certain property cost, which exceeds the value of the property, or is extraordinary. As the Blight Study points out in a transitional neighborhood, whereby older residential property is, or needs to transcend to commercial classification, property owners often have an unrealistic idea of value, or the land site size is so small, that the residential property owner needs more than the property is worth to replace it. It is proposed that the Developer would have the ability to be reimbursed the cost above the appraised value on certain properties, with the City having the authority to approve each request, which the Developer proposes to be reimbursed. Following are the proposed rules relating to this provision; When the Developer identifies a property to purchase, they will notify the City of the offer and negotiations. If negotiations with the property owner breaks down and a price cannot be established, the Developer will request approval from the City to pay a specific price, with Reimbursement of a specific number. That number would be established by the City, but the Developer must pay the cost of an MAI commercial appraiser to conduct an appraisal of the value of the property as is, then one, with all demolition done. The appraisal will provide the Developer and City sufficient evidence to establish the true value or amount, which the TIF could, or should legitimately reimburse the Developer for excessive property cost. In all cases, the Developer must provide all funds to pay the property owner. No eminent Domain will be used. The City will not be a party to the transaction with the property owner, but will have final determination as to the final amount, which the TIF could reimburse the Developer. Developer will conduct all negotiations and provide the City with all requested information. The Appraiser will be hired by the City, but paid for by the Developer. The Developer will attempt to purchase all property without this incentive. No one will be forced out of their property if they wish to not sell. The estimated budget for total land acquisition cost for both public use and excess cost is $3.2 million, all of which is subject to the approval by the City for each property in which assistance is requested by the Developer.

Professional Fees & Contingencies & Interest: Costs of the Developer related to studies, surveys, plans and specifications, professional services and a budget contingency (such as legal fees, including those related to the costs for preparation of this Plan and a Developer's Proposal and special consultant fees), estimated at $1.6 million. Financing Costs, and any City and Commission expenses charged to the Developer, shall also be Reimbursable Project Costs, but is capped at $6,709,150 over the term of the TIF. The CID will fund any cost above the total cap of the TIF.

Total Reimbursable Project Cost is estimated at $37 million with interest. See Exhibit 3 for details.

Except for those costs for enhancements listed above and described below in greater detail, the costs of construction of the buildings and improvements themselves shall not be reimbursable pursuant to this Plan. Only those costs which are above those that would be required in "greenfield development" will be reimbursed and excessive cost of land acquisition, subject to approval by the City. Improvements to serve the public may be constructed, and dedicated to the

City for public use, as agreed upon by the City and the Developer.

It is estimated that construction of the Redevelopment Projects will create approximately 100 full-time jobs during the construction period for the Redevelopment Projects. Upon completion of all of the Redevelopment Projects, it is estimated that within the entire Redevelopment Area more than 662 full-time permanent workers will be employed, based on an estimate of one employee for every 1,000 square feet of retail space and one employee for every 400 square feet of office space. (See Exhibit 9 for details) The proposed new apartment building will have an estimated four employees. Salary and educational levels will range from entry level to higher paid executive level positions.

The aggregate Reimbursable Redevelopment Project costs are estimated at approximately Thirty million eight hundred eighty seven four hundred ninety five Dollars ($30,887,495), including professional service costs (including architect, engineer, special consultant and attorney fees) and a contingency budget financing costs (Interest) See Exhibit 3 for details.

All property owners within the Redevelopment Area under this Redevelopment Plan shall pay all current taxes now assessed upon the current property and make payments in lieu of taxes ("PILOTS") as set forth in the Act upon the increase in assessed value over the current value, which PILOTS shall be available for use to reimburse Reimbursable Project Costs on an "as-collected" basis. All PILOTs collected on the increase in assessed value upon any property, or any portion of a property, which is classified as "Residential" by the Newton County Assessor, shall be declared a surplus and paid to the taxing districts based upon each individual levy. Based on projections, and the TIF will terminate in 15 years after all cost are paid, but the TIF must terminate in 23 years in accordance with the TIF Statutes. See Exhibit 15 for a combined cash flow projection of both property and sales tax.

The most recent total equalized assessed value of the real estate within the Redevelopment Area is $1,434,905, as illustrated in Exhibit 1 & 5 by Project Area, however this number is only an estimate and is not official, since the Newton County Assessor is required to certify the true and actual number after the TIF Plan is approved in accordance with the TIF Act. It is estimated that the total equalized assessed value of the real estate within the Redevelopment Area will be an approximate additional ($32,350,469) when all of the Phases of the Redevelopment Project are completed in 2019, or an estimated 2,254% increase in assessed value, resulting from new construction. See Exhibit 9 for detailed estimates by Project Areas and Exhibit 11 to see the projected assessed value in the 15th year. The total Payments in Lieu of Taxes (which, as more thoroughly described in Section II, (which exclude the surtax or merchant and manufacturer's tax and personal property taxes) anticipated to be generated by the Redevelopment Project during the years of operation of the Redevelopment Project is shown in Exhibit 11 of the "Cost-Benefit Analysis, which consist of Exhibits 8 & 10 thru 15, and cannot precisely be determined at this time due to the uncertainty of the final size of each building, and uses. However, the total of PILOTs is estimated to be approximately $22 million, over the 15 years, which the TIF will captures $17 million of that total, and the taxing districts benefiting from collecting $5 million during the same 15 year period. See Exhibit 8 for details. The projected assessed value of the Redevelopment Area at the end of the 15 years is $38 million from which the estimated local property taxes generated would be $2 million based on the projected levy at that time. See Exhibit 11 for details.

The total Economic Activity Taxes anticipated to be generated by the Redevelopment Project during the 15 years of operation of the Redevelopment Project is projected in Exhibit 14, and are estimated to total $40 million during the projected 15 years of the TIF. Of that, total, and estimated $20 million will be captured by the TIF to pay Reimbursable Project Cost. Under the terms of the TIF Plan, the Main Street CID, to be created and impose an additional 1% sales tax shall agree to contribute the 50% of the sales tax not captured by the TIF to assist in paying

Reimbursable Project Cost, which will be another $10 million to assist with the payment of Reimbursable Project Cost. Combining the portion captured by the TIF and the additional CID contribution a total of $30 million will be captured and used to pay Reimbursable Project Cost. It is projected that the City and the County will collect, and retain, a total of $17 million in sales taxes during the estimated 15 years of the TIF. See Exhibit 8 and 12 thru 14 for details.

Thus, the total of PILOTs and EATs available for Tax Increment Financing is estimated to be approximately $40 million, which equals 100% of the commercial property PILOTs for, and 50% of the EATs, and the other 50% of the CID sales tax not captured by the TIF over a projected 15 year period needed to repay all Reimbursable Project Cost, however the TIF could, and must end in 16 years, if for some reason revenues are not sufficient to repay the Reimbursable Project Cost in the 15 year period. The total reimbursable amount from the TIF is caped based on the approved total in Exhibit 3, regardless of time. During the term of the TIF, Taxing Districts will also receive the taxes generated from the baseline-assessed value of the Redevelopment Area as of the time the Redevelopment Area is approved and activated. Also the taxing Districts will receive 100% of all tax revenues generated from the "Sur-Charge", or Merchant's and Manufacturer's Tax levied on all commercial property, property taxes generated from ALL personal property within the Redevelopment Area, and any increase in the tax levies above the levy amount at the time the Redevelopment Area is approved. See Exhibit 8 of the Cost Benefit Analysis.

It is anticipated that the Maximum Reimbursable Project Costs for the Redevelopment Project will be fully reimbursed in approximately the year 2030. It is required that the Developer file a petition with the City of Joplin to create a Community Improvement District to assist with the funding of eligible project cost. The Developer must seek amendments to the CID to add additional property as it is acquired by them during the term of the TIF. The detail of project costs provides a breakdown between the costs to be reimbursed and those borne by the Developer.

III DEFINITIONS

As used in this Plan, the following terms shall mean:

A. Act: The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., Revised Statutes of Missouri, as amended.

B. Approved Site Plan: The actual site plan as approved by the City for the applicable Redevelopment Project Area.

C. Blighted Area: An area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.

D. City: Joplin, Missouri.

E. City Council: The governing body of Joplin, Missouri.

F. City Director of Finance: The Chief Financial Officer of Joplin, Missouri.

G. Conservation Area: An area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of anyone or more

of the following factors: Dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A Conservation Area shall meet at least three of the; factors provided in this definition.

H. County Assessor: The Assessor of Newton County, Missouri.

I. County Collector: The Collector of Newton; County, Missouri.

J. Debt Service: The amount required for the payment of interest and principal on Obligations or loan(s) as they come due, for the payment of mandatory or optional redemption payments, and for payments to reserve funds required by the terms of Obligations.

K. Developer: The person or entity selected by the TIF Commission to implement the TIF Plan, including construction of the Redevelopment Project, pursuant to the Development Agreement.

L. Development Agreement: The agreement to be executed by the City and the Developer setting forth the rights and obligations of Developer relating to the redevelopment of the Redevelopment Area, the construction of the Redevelopment Project and the payment and/or reimbursement of Reimbursable Project Costs.

M. Distribution Date: Monthly while this Plan remains in effect.

N. Economic Activity Account: The separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

O. Economic Activity Taxes: Fifty percent (50) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other Taxing Districts, and which are generated by economic activities within the Redevelopment Project Area, over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the adoption of the Redevelopment Project for the Redevelopment Project Area by Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, R.S.Mo., taxes levied for the purpose of public transportation pursuant to Section 94.660, R.S.MO., licenses, fees or special assessments other than Payments In Lieu of Taxes and penalties and interest thereon. If a retail establishment relocates within one year from one facility to another facility within the same county and the governing body of the city finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition, the Economic Activity Taxes generated by the retail establishment shall

equal the total additional revenues from Economic Activity Taxes, which are imposed by a municipality, or other Taxing District over the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

P. Economic Development Area: Any area or portion of an area located within the city, which does not meet the standards of a blighted area or conservation area pursuant to Section 99.805(1) and (2),

R.S.MO., and in which the city council finds that redevelopment is in the public interest because it will: (a) discourage commerce, industry or manufacturing from relocating to a different state; (b) result in increased employment within the city; (c) or preserve or enhance the city's tax base. In Economic Development Areas, reimbursement may fund only infrastructure projects and may not include buildings.

Q. Financing Costs: Those costs incurred by the Developer, the TIF Commission, or the City as a result of issuing one or more series of Obligations or loan(s) to pay all or any portion of Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to interest, loan fees, capitalized interest, financial advisor fees, legal fees, broker fees or discounts, original purchaser's discount, printing and other costs related to such financing. Interest shall be computed at the annual rate which the Developer, TIF Commission, or City are charged by a qualified lender. Financing Costs will be the actual cost documented and evidenced by the Developer, but will not exceed 10% per annum.

R. Obligations: Bonds, loans, debentures, notes, special certificates or other evidences of indebtedness issued by the TIF Commission or the City to pay or reimburse all or any portion of Reimbursable Project Costs incurred or estimated to be incurred, to finance the cost of issuing such Obligations, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defiance outstanding Obligations. Also defines obligations to the Developer for approved cost they have incurred and funded on behalf of the Redevelopment Plan, with the intent to repay on a pay as you go basis.

S. Ordinance: An ordinance enacted by the City Council of the City of Joplin.

T. Payments in Lieu of Taxes: Revenues from real property taxes in the Redevelopment Project Area selected for the Redevelopment Project which are to be used to reimburse the Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which result from levies made after the time of the adoption of tax increment allocation financing within the Redevelopment Project Area. and during the time the current equalized value of real property in the Redevelopment Project Area, until the designation is terminated pursuant to this Plan which shall not be later than twenty-three (23) years after the Redevelopment Project for the applicable Redevelopment Project Area is approved, excluding, however, the blind pension funds tax levied under the authority of Article 111, Section 38(b) of the Missouri Constitution, and the merchant's and manufacturer's inventory replacement tax levied under the authority of Article X, Section 6(2) of the Missouri Constitution.

U. PILOT Account: The separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

V. Plan: This Tax Increment Financing Plan.

W. Preliminary Site Plan: The preliminary site plan for the Redevelopment Project Area attached as Exhibit 2.

X. Redevelopment Area: The real property legally described in Exhibit 1.

Y. Redevelopment Project: Individual components of the Redevelopment Area and Project, each of which is distinguished from the others by type and/or location within the Redevelopment Project Area, and each of which shall further the objectives of the Plan, be designated with its individual legal description, and satisfy the requirements of a "redevelopment project" as that term is used within the Act.

Z. Redevelopment Project Area: That portion of the Redevelopment Area of a given Individual Redevelopment Project as defined in the Plan. As identified in Exhibit 1.

AA Public Improvements: Those Redevelopment Project Costs that will be dedicated to any public entity.

BB Redevelopment Project: The design and construction (including site preparation) of a commercial development containing approximately 13 parcels of retail and commercial space, as well as related infrastructure, within the Redevelopment Project Area in accordance with this Plan and the Preliminary Site Plan.

CC Redevelopment Project Area: That portion of the Redevelopment Area selected for the Redevelopment Project, which, in this case, is the entire Redevelopment Area and is legally described on Exhibit 1 and outlined on Exhibit 2.

DD. Redevelopment Project Costs: The sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Plan or the Redevelopment Project, including those of any and all Individual Redevelopment Projects, as applicable. Such costs include, but are not limited to, the following:

1. Costs of studies, surveys, plans and specifications;
2. Professional service costs, including. but not limited to, architectural, engineering, legal, marketing, financial, planning or special services (except for reasonable administrative costs of the Commission, such costs shall be allowed only as an initial expense, and are included in the costs set forth in this Plan for the Redevelopment Project);
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
5. Initial costs for an economic development area (as defined in the Act);
6. Costs of construction of public works or improvements;
7. Financing Costs, including, but not limited to, all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations or loans issued hereunder accruing during the estimated period of construction of the Redevelopment Project or afterwards, during the time of operation of the Plan, and including reasonable reserves related thereto;
8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and
9. Payments in lieu of taxes.

EE. Reimbursable Project Costs: The actual amount of Redevelopment Project Costs that have been or are incurred for (a) the activities and services whose estimated costs are listed on the attached Exhibit 3 under the column entitled "TIF Reimbursable Costs" (except that for any listed activity or service for which only a portion of its estimated cost is designated as "TIF Reimbursable Costs," the Reimbursable Project Costs shall be the proportion of all of the costs incurred for the activity, based upon the ratio of the estimated "TIF Reimbursable Costs" for the item to the estimated "Total ALL Costs"; (b) professional service costs
incurred by the Developer in the development and implementation of the Plan, but not to exceed the amount on Exhibit 3; (c) Plan Administration costs incurred by the City in the administration of the Plan; and (d) Financing Costs for these items.

FF. Special Allocation Fund: The fund, which contains two separate segregated accounts, maintained by the City Director of Finance, into which, as required by the Act, all Payments in Lieu of Taxes and

Economic Activity Taxes are to be deposited.

GG. Taxing District: Any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.

HH. TIF Commission: The Tax Increment Financing Commission of Joplin, Missouri.

II. TIF Revenues: Payments in Lieu of Taxes and Economic Activity Taxes.

JJ. Total Initial Equalized Assessed Value: That amount certified by the County Assessor, which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Area immediately after tax increment financing for the Redevelopment Project Area has been approved by the City Council by an Ordinance.

IV. TAX INCREMENT FINANCING

This plan is adopted pursuant to the Act. The Act enables municipalities to finance Redevelopment Project Costs with the revenue generated from payments in Lieu of Taxes resulting from increased assessed valuation on new development and, subject to annual appropriations, from Economic Activity Taxes resulting from increased economic activities in the Redevelopment Project Area. Immediately after the City Council approves a Redevelopment Project and adopts tax increment financing for the Redevelopment Project Area, the County Assessor shall certify the Total Initial Equalized Assessed Value of the Redevelopment Project Area. Real estate taxes (including penalties and interest thereon) resulting from: (1) all taxes levied on the Total Initial Equalized Assessed Value for the Redevelopment Project Area; and (2) the merchant's and manufacturer's inventory replacement tax levied under the authority of Article X, Section 6(2) of the Missouri Constitution, will be payable to Taxing Districts as if tax increment financing were not adopted. Payments in Lieu of Taxes (including applicable penalties and interest) collected from owners of property within the Redevelopment Project Area will be paid by the County Collector to the City Director of Finance and deposited in the PILOTS Account within the Special Allocation Fund. As a special provision of this Plan, any Payment in Lieu of Taxes (PILOT's) derived from the value of any real property, or any portion of real property, within the Redevelopment Area which is classified residential by the County Assessor after the redevelopment of that parcel shall be declared as surplus. Any Payment in Lieu of Taxes (PILOT's) that are derived from an increase in property tax levies resulting from a voter approved increase after the adoption of the TIF Plan shall be declared as surplus by the City. Any funds received as defined herein shall be declared as surplus any year such funds are collected during the term of the TIF. Such surpluses shall be refunded to all affected taxing districts imposing property taxes in the manner set forth in Section 99.820.1(12) of the TIF Act. The City shall calculate and determine the surplus amount, if any, each year on or before January 31st of each year, and shall provide such information in the annual report to the TIF Commission. In addition, following annual appropriation by the appropriate Taxing District, the Economic Activity Taxes generated within the particular Redevelopment Project Area shall be paid by the collecting Taxing District to the City Director of Finance who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. The plan allows the six redevelopment project areas to be activated at various times during the term of the TIF, however once any redevelopment project area (RPA) is activated the term which the RPA shall exist and tax increment financing is granted shall be limited to sixteen years from the date of the activation by the Joplin City Council.

V. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

Specific and detailed information concerning the existing conditions within the Redevelopment Area is attached as Exhibit 4. The information presented in Exhibit 4 and at the public hearing on the Plan support the finding that the

Redevelopment Area overall is a "blighted area" within the meaning of the Act.

VI. REDEVELOPMENT PLAN OBJECTIVES

The Developer, who shall be responsible for the design and construction of the Redevelopment Project, will implement this Plan. The objectives of this Plan are outlined below.

A. General Plan Objectives. The general objectives of this Plan are:

1. To enhance the tax base of the City and other Taxing Districts by development of the Redevelopment Area to its highest and best use and encouraging private investment in the surrounding area.
2. To discourage commerce, industry and manufacturing from moving operations to another state.
3. To increase employment in the City.
4. To eliminate adverse conditions in the Redevelopment Area and prevent them from spreading.
5. To provide for improved public infrastructure in and around the Redevelopment Area.
6. To enhance the aesthetics of the Redevelopment Area.

B. Specific Plan Objectives. Specific objectives of this Plan are:

1. To design and construct a commercial development and related infrastructure in the Redevelopment Project Area in accordance with this Plan and the Preliminary Site Plan for the Redevelopment Project Area, and to design and construct the private improvements proposed.
2. To cause roadway improvements as may be required by the Missouri Department of Transportation or the City of Joplin.
3. To install, repair, construct, reconstruct and relocate streets, utilities, and sidewalk improvements; essential to the preparation of the Redevelopment Area.
4. To install, repair, construct. reconstruct and relocate storm water detention and runoff facilities to underground locations;
5. To vacate any existing public rights-of-way inconsistent with the Plan and to make them a part of the Redevelopment Plan.
6. To expand the tax base of the City by encouraging private investment in the Redevelopment Area.
7. To provide development/business opportunities in the Redevelopment Area and surrounding areas.
8. To stimulate development which would not occur without tax increment financing assistance.
9. To increase the employment opportunities for the City's residents.
10. To encourage quality retail tenants to locate within the Redevelopment Project Area.

VII. DEVELOPER

A. Developer Selection. The City shall select a developer or developers in accordance with the TIF Act and City polices. This Plan has been submitted by RKS Development, LLC seeking to be the developer for the project.

VIII. PLAN IMPLEMENTATION

A. Site Acquisition. In the event that the Developer selected by the TIF Commission and City Council does not currently own all property within the Redevelopment Area, such Developer shall be encouraged, to the extent commercially reasonable, to acquire all such property voluntarily. The exercise of eminent domain shall not be used in the acquisition of any substantial portion of the Redevelopment Area.

C.General Land Use. The general land uses to apply in the Redevelopment Area are indicated on the Preliminary Site Plan. The Redevelopment Project shall be subject to the applicable provisions of Ordinances as well as other applicable codes.

D.Schedule of Development. It is anticipated that the construction of the improvements pursuant to the phasing will commence immediately after approval of the Plan. The exact commencement and completion dates of construction of each of the Individual Redevelopment Projects within the Redevelopment Project Area will be dependent on many factors, including market conditions, weather, availability of materials and other events beyond the control of the Developer, and may be earlier or later than the anticipated dates. Estimated dates will be provided by the Developer at the time of submission of its proposal, but in no instance shall any redevelopment project area term exceed sixteen years.

XI. FINANCING PLAN

A. Projected Redevelopment Project Costs. The total Redevelopment Project Costs (exclusive of Financing Costs) are estimated to be approximately $37 million. See Exhibit 3 for details. The total Redevelopment Project Costs inclusive of Financing Costs are estimated to be $230 million, The TIF Reimbursable Costs (inclusive of Financing Costs) amounting to an estimated $37 million represents approximately 16% of the total Project Costs. The CID will fund an estimated $9,149,469 of the Reimbursable Cost, above the estimated maximum amount of $37 million. See Exhibit 6, "But-For Analysis". Of the total maximum TIF Reimbursable Cost, the local taxing districts are funding 70%, while the CID, a special taxing district within the Redevelopment Area only is funding 30% of the cost. The actual Redevelopment Project Costs and the Reimbursable Project Costs may vary from those estimated in this Plan due to many factors, including but not limited to the actual final configuration of the Redevelopment Project and of the Individual Redevelopment Projects, unforeseen site conditions, actual costs of acquisition of real property (if not initially owned by the Developer) and fluctuation in the cost of labor and materials. Only the Reimbursable Project Costs are subject to TIF reimbursement, not other cost of the Developer.

B .Source of Funds. It is anticipated that the Developer through the proceeds of loans and/or equity will fund all of the Redevelopment Project Costs described herein. The City will pledge the TIF Revenues generated in the Redevelopment Area for the repayment of the Reimbursable Project Costs. It is estimated that the Reimbursable Project Costs that will be subject to reimbursement under this Plan will be those listed and described on Exhibit 3, to be included in the Developer proposal and as may be agreed by the City. It is anticipated that TIF Revenues generated by the completed Redevelopment Project will be sufficient to pay the Maximum Reimbursable Project Costs, and that the Reimbursable Project Cost will be fully repaid in approximately the year 2030.

C. Evidence of Commitments to Finance. The Developer will provide evidence of financial ability sufficient to satisfy the City they have the ability to undertake the project financially and complete it.

D. Issuance, Nature and Term of Obligations. It is not anticipated that Obligations will be issued to finance Reimbursable Project Costs. It is proposed that the Developer will furnish all funds to fund Reimbursable Project Cost, as well as private non-reimbursable cost, and will be reimbursed by the TIF on a "pay-as-you-go-basis" from TIF revenue when and if collected.

E. Prerequisite to Reimbursement to Developer. In order for Developer to be entitled to reimbursement of Reimbursable Project Costs, sufficient portions of the Redevelopment Project Area shall have been completed as necessary to provide PILOTs and EATs necessary to fund the Reimbursable Project Costs. Reimbursable Project Costs are payable/reimbursable solely from PILOTs and EATs collected and deposited into the Special Allocation Fund. Disbursements from the Special Allocation Fund shall be in accordance with the Plan and the Development Agreement. From time-to-time, the Developer shall provide to the City a cost-incurred certificate, certified by the Developer's architect, that specific matters whose costs are itemized on Exhibit 3 as "TIF Reimbursable Costs" have been partially or fully completed. For matters involving improvements, which are to be dedicated to the City, or for public roads, the cost-

incurred certificate shall include information that such improvements have been accepted by the City, MODOT or other appropriate governmental authority. The cost-incurred certificate shall include the actual costs of the Reimbursable Project Costs incurred to date, including any financing costs incurred, less any costs, which have been previously included in a Certificate of Completion, as described below. The City may ask for any additional documentation they may need to evidence the cost submitted by the Developer. Once the City has been satisfied that the listed reimbursable improvements have been completed and have been accepted by the architect, and has reviewed or audited the cost information to its satisfaction, it shall provide to the Developer a Certificate of Completion, which shall not be unreasonably withheld or delayed. The Certificate of Completion shall constitute the agreement of the City to reimburse those Reimbursable Project Costs, which are the subject of the Certificate of Completion, subject to collection of sufficient revenues and annual appropriation.

F. Projected TIF Revenues. The total amount of Payments in Lieu of Taxes projected to be generated by the Redevelopment Project is approximately $17.2 Million Dollars over the 15 years projected to capture such funds of the Redevelopment Project. The total amount of Economic Activity Taxes projected to be captured by the TIF from within the Redevelopment Project is approximately $24 Million Dollars over the 15 years of capture of such funds of the Redevelopment Project Area, including the 50% ($4 million) of the Main Street CID funds that are pledged to the TIF. These projections and the specific assumptions used in such projections are set forth in the TIF Revenues Projections is attached as Exhibit 11 & 14 of the Cost Benefit Analysis.

G. Payments in Lieu of Taxes. Calculation of anticipated Payments in Lieu of Taxes are based on current and projected future real property assessed valuations and the best available information concerning future property tax levy rates, both of which are subject to change due to many factors, including statewide reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or reclassification. Under the TIF Act, any taxes derived from an increase in the current levies will be paid to the taxing district, which has increased the levy.

1. Equalized Assessed Valuations. According to the records of the County Assessor, the Total Initial Equalized Assessed Value of the Redevelopment Area for which tax increment financing is to be adopted is approximately One Million Four Hundred Thirty Four Thousand Nine Hundred Five Dollars ($1,434,905). The current ad valorem tax levy rate in the Redevelopment Area is $4.5104 per $100 of assessed valuation, not including the State levy of $.03, or the $.40 County Sur-Charge. The Current Assessed Value will, and must be attested and certified by the County Assessor.

2. Anticipated Assessed Valuation. Property tax assessment for each Redevelopment Project Area is anticipated to occur in the year following completion of each Redevelopment Project Area. In the final year of the Plan, based on projections, which is 9 years earlier than the 23 year limit, the estimated assessed value in 2030, the year following projected end of the TIF, is $38,295,743. It is estimated that the Redevelopment Area will annually yield in excess of $2 Million in ad valorem property taxes annually upon the termination of the TIF. It is anticipated that during the term of the TIF a total of $2.5 million, or an estimated $182,000 annually paid to the taxing districts in new taxes excluding the estimated current $70,000 annual being collected from within the Redevelopment Area now, which the Districts will collect as well. The Taxing Districts will benefit from the collection of the County Sur-Charge imposed upon all commercial classified property, which the amount is estimated at an average of $127,000 over the 15 years. Exhibit 10 provides projections of property tax assuming no TIF is approved. Exhibit 11 provides projections of property taxes assuming the TIF is approved.

H.Economic Activity Taxes. Economic Activity Taxes to be generated in the Redevelopment Area consist of sales taxes and utility taxes incidental to construction of the Redevelopment Project and operation of the Redevelopment Project. The current local sales tax rate for the Taxing Districts is 3.75% (2.625 City, 1.125 County. The "City-Parks and Storm water"

tax ($.25) is estimated to sunset in 2022. The Capital Improvement Sales Tax was just reapproved by the voters for 10 more years, but is up for re-approval in 2025 ($.375) No Economic Activity Taxes attributable to the construction of the Redevelopment Project have been projected, none are anticipated. Exhibit 12 provides a projection of EATs if no TIF is approve. Exhibit 13 provides a projection of EATs showing the impact if the two taxes of the City are not renewed when they sunset and the TIF is approved. Exhibit 14 provides a projection of EATs assuming both taxes are renewed when they sunset and the TIF is approved.

I. Special Allocation Fund. The City Director of Finance shall establish and maintain the Special Allocation Fund, which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the (PILOTs) Account within the Special Allocation Fund and (Eats) Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. TIF Revenues so deposited and any interest earned on such deposits will be used for and are pledged for the payment of Reimbursable Project Costs and upon payment of all Reimbursable Project Costs, the Plan will be terminated and any excess funds will be distributed to the Taxing Districts, in the manner set forth in Article IX of this Plan.

X. DISBURSEMENTS FROM SPECIAL ALLOCATION FUND

All disbursements from the Special Allocation Fund will be made by the City Director of Finance out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes in proportion to their respective balances at the time of making a disbursement. On each Distribution Date, the City Director of Finance shall make disbursements from the Special Allocation Fund in the following manner and order of preference, subject to appropriation and approval of the City Council.

First, all PILOTs collected on any residential assessment shall be shall be declared a surplus and paid to the County Collector to be disbursed back to the taxing districts based on the taxing districts prorate levies.

Second, to pay City any Redevelopment Project Costs or administrative cost;

Third, to pay reimbursements of Developer advances;

Fourth, following the payment of all Reimbursable Project Costs, funds remaining in the Special Allocation Fund shall be disbursed by the City Director of Finance to the appropriate Taxing Districts in accordance with the Act.

XI. COST-BENEFIT ANALYSIS

The amount of all revenues estimated to be received by the Taxing Districts directly from the Redevelopment Project during the 15 years of operations of the respective Redevelopment Project are set out in the direct tax impact analyses attached as Exhibit 8 & 10 thru 15. These Exhibits combine constitute the Cost Benefit Analysis required by the Statues. The Cost benefit show that without the TIF the taxing Districts will only capture an estimated $1.5 million in taxes over the 15 years, or an estimated $106,000 per year in both sale and property taxes. With the TIF it is estimated that the taxing districts will capture $19.6 million in taxes, even after paying the share to the TIF, thus generating $18.1 in new taxes during the 15-year period. The TIF will not cost any taxing district funds or lost revenue. Once the TIF is over the annual tax revenue to the districts is projected to be in excess of $4.7 million annually in sales and property taxes. The cost-benefit analysis shows the impact on tax revenues in the event that the Redevelopment Project is built pursuant to the Plan, and if the Redevelopment Project is not built. The cost benefit analysis, together with the direct tax impact analysis, illustrates the fiscal

impact on every Taxing District. The information attached provides sufficient information to evaluate and support the financial feasibility of the Redevelopment Project, as proposed.

XII. PROVISIONS FOR AMENDING THE PLAN

This Plan may be amended only pursuant to the provisions of the Act.

XIII. TERMINATION OF TAX INCREMENT FINANCING

Tax increment financing for the Redevelopment Area shall remain in effect until the Redevelopment Project has been constructed and all Reimbursable Project Costs have been reimbursed or 23 years, whichever comes first, after the adoption of tax increment financing for such Individual Redevelopment Project Area by Ordinance. When it is time to do so under this Plan, tax increment financing shall be terminated for the Redevelopment Project Area or for any Individual Redevelopment Project by the adoption of an Ordinance of the City Councilor by any other method authorized by the Act. It is anticipated that all Reimbursable Project Costs will be reimbursed and that the tax increment financing for and the designation of the Redevelopment Project Area will be terminated by Ordinance by 2031.

XIV. REQUIRED STATUTORY FINDINGS

With the approval of this Plan, the TIF Commission and the City Council have, as required by the Act, made the findings set forth below, based upon the record of the public hearing on the Plan, including but not limited to concluding that the Redevelopment Project Area qualifies as a Blighted Area under the Tax Increment Financing statutes, based upon the information attached as Exhibit 4, the information elicited during the public hearing(s) and the But For Analysis done in Exhibit 6 and the affidavit of the prospective Developer to be attached as Exhibit 7, attesting that without the TIF the project would not be feasible..

Blighted Area. The Redevelopment Area overall is a Blighted Area. (See Exhibit 4)

A. But for determination: The Council must determine that without the TIF assistance the Redevelopment will not occur. The "But For" analysis provided as Exhibit 6 and the Developer's Affidavit attesting that without the TIF assistance the project would not be feasible.

B. Expectations for Development. The Redevelopment Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing due to the substantial cost to ameliorate the conditions causing the Redevelopment Area to qualify as a Blighted Area and that the Redevelopment Area will not be solely used for development of commercial businesses, which unfairly compete in the local economy. Further, the adoption of this Tax Increment Financing Plan is in the public interest because this development will result in the installation of needed infrastructure improvements, increased employment in the municipality, and will result in preservation or enhancement of the tax base of the city.

C. Conforms to Comprehensive Plan of City. The City's Comprehensive Plan indicates that the Redevelopment Area should be developed for commercial use. This Plan is in conformance with the City's Comprehensive. .

D. Date to Adopt Redevelopment Project. No Ordinance approving any Individual Redevelopment Project Area for TIF financing within the Redevelopment Project Area will be adopted later than ten years after the adoption

of this Plan.

E. Date of Complete Redevelopment. The estimated date to complete, including the reimbursement of all reimbursable project cost, including interest, of the Redevelopment Project Area has been projected to be 16 years, however the date cannot exceed 23 years from the adoption of the Ordinance approving any Individual Redevelopment Project Area, in accordance with the TIF Act.

F. Cost- Benefit Analysis. The cost benefit analysis attached as a part of Exhibit 8 & 10-15 shows the economic impact of this Plan on Each Taxing District. The analyses shows the impact if the Redevelopment Project is built, and if the Redevelopment Project is not built, pursuant to this Plan. The analyses includes a fiscal impact study on every Taxing District, and sufficient information to evaluate whether the Redevelopment Project as proposed is financially feasible.

G. Gambling Establishment. This Plan does not include the initial development or redevelopment of any gambling establishment as defined in the Act.

H. Reporting Requirements. The Commission/City shall report to the Director of the Department of Economic Development for the State of Missouri by the last day of February of each year the name, address, phone number and primary line of business of any business, which relocates to the Redevelopment Area. Pursuant to the Act, the Director for the Department of Economic Development is required to compile and report the same to the governor, the speaker of the house and the president pro tempore of the Senate on the last day of April of each year.

I. Redevelopment Project Area. The Redevelopment Project Area selected for the Redevelopment Project includes only those parcels of real property and improvements directly and substantially benefitted by the proposed Redevelopment Project.

XV. RELOCATION PLAN

A Definitions. The following terms, whenever used or referred to herein, shall have the following meanings:

(1) Designated Occupants. "Designated Occupants" shall mean handicapped displaced occupants and those displaced occupants who are 65 years of age or older at the time of the notice to vacate or who have an income less than the average median income for the metropolitan area as certified annually by the Missouri Housing Development Commission based upon standards established by the Housing and Urban Development Department.

(ii) Displaced Business. "Displaced Business" shall mean any business that moves from real property within the development area as a result of the acquisition of such property, or as a result of written notice to vacate such property, or in conjunction with the demolition, alteration or repair of said property by the Tax Increment Financing Commission pursuant to RSMo. 99.800 et. Seq., as amended.

(iii) Displaced Occupant. "Displaced Occupant" shall mean any occupant who moves from real property within the development area as a result of the acquisition of such property, or as a result of written notice to vacate such property, or in connection with the demolition, alteration or repair of said property, by the Tax Increment Financing Commission pursuant to RSMo. 99.800 et. Seq., as amended.

(iv) Handicapped Occupant. "Handicapped Occupant" shall mean any occupant who is deaf, legally blind, or orthopedically disabled to the extent that acquisition of another residence presents a greater burden than other occupants would encounter or that modification to the residence would be necessary.

(v) Occupant. "Occupant" shall mean a residential occupant of a building having lawful possession thereof, and further shall include any person in lawful possession, whether related by blood or marriage to any other occupant. If there is a document of a residential unit, the first-named person shall be the occupant for purposes hereunder.

(vi) Person. "Person" shall mean any individual, firm, partnership, joint venture, association, limited liability company, limited liability partnership, corporation, estate, trust, receiver or trustee appointed by any state or federal court, syndicate, or any other group or combination acting as a unit and any life insurance company organized und the laws of, or admitted to do business in the State of Missouri, undertaking a redevelopment project in an Individual Redevelopment Project Area.

E. Benefits. Every Person approved by the Commission as a developer of property subject to being acquired by the Tax Increment Financing Commission in furtherance of a Tax Increment Financing Plan shall provide relocations benefits as follows:

(i) There shall be a payment to all eligible Displaced Occupants and Displaced Businesses in occupancy at least thirty (30) days prior to the date said Displaced Occupant or Displaced Business is required to vacate the premises by the Developer, its assigns or any Person seeking acquisition powers under the Tax Increment Financing Plan pursuant to RSMo. 99.800 et. Seq., as amended; and

(ii) There shall be a program for identifying needs of eligible Displaced Occupants and Displaced Businesses with special consideration given to income, age, size of family, nature of business, availability of suitable replacement facilities, and vacancy rates of affordable facilities; and

(iii) There shall be a program for referrals of eligible Displaced Occupants and Displaced Businesses with provisions for a minimum of three (3) suitable referral sites, a minimum of ninety (90) days of referral sites for handicapped Displaced Occupants and thirty (30) days' notice for all other Displaced Occupants and Displaced Businesses, prior to the date such Displaced Occupant or Displaced Business is required to vacate the premises. Arrangements for transportation to inspect referral sites shall be provided to eligible Displaced Occupants; and (iv) All eligible Displaced Occupants shall be provided with relocation payments based upon one of the following, at the option of the Displaced Occupant:

(A) A $500.00 payment; or
(B) Actual reasonable costs of relocation, including actual moving costs, utility deposits, storage of personal property up to one month, utility transfer and connection fees, and other initial rehousing deposits, provided that the rent shall not exceed 150% of the current rent.

(iv) In addition to the payments provided for in subsection (iv) above, an additional payment shall be provided to Handicapped Occupants which shall equal the amount, if any, to adapt a replacement dwelling to substantially conform with the access ability and usability of such Handicapped Occupant's prior residence, such amount not to exceed $400.00.

(v) All eligible Displaced Businesses shall be provided relocation payments based upon the following, at the option of the Displaced Business:

(A) A $1,500.00 payment; or

BB.

(B) Actual reasonable costs of moving including costs for packing, crating, disconnecting, dismantling, reassembling and installing all personal equipment and costs for re-lettering signs and replacement stationary.

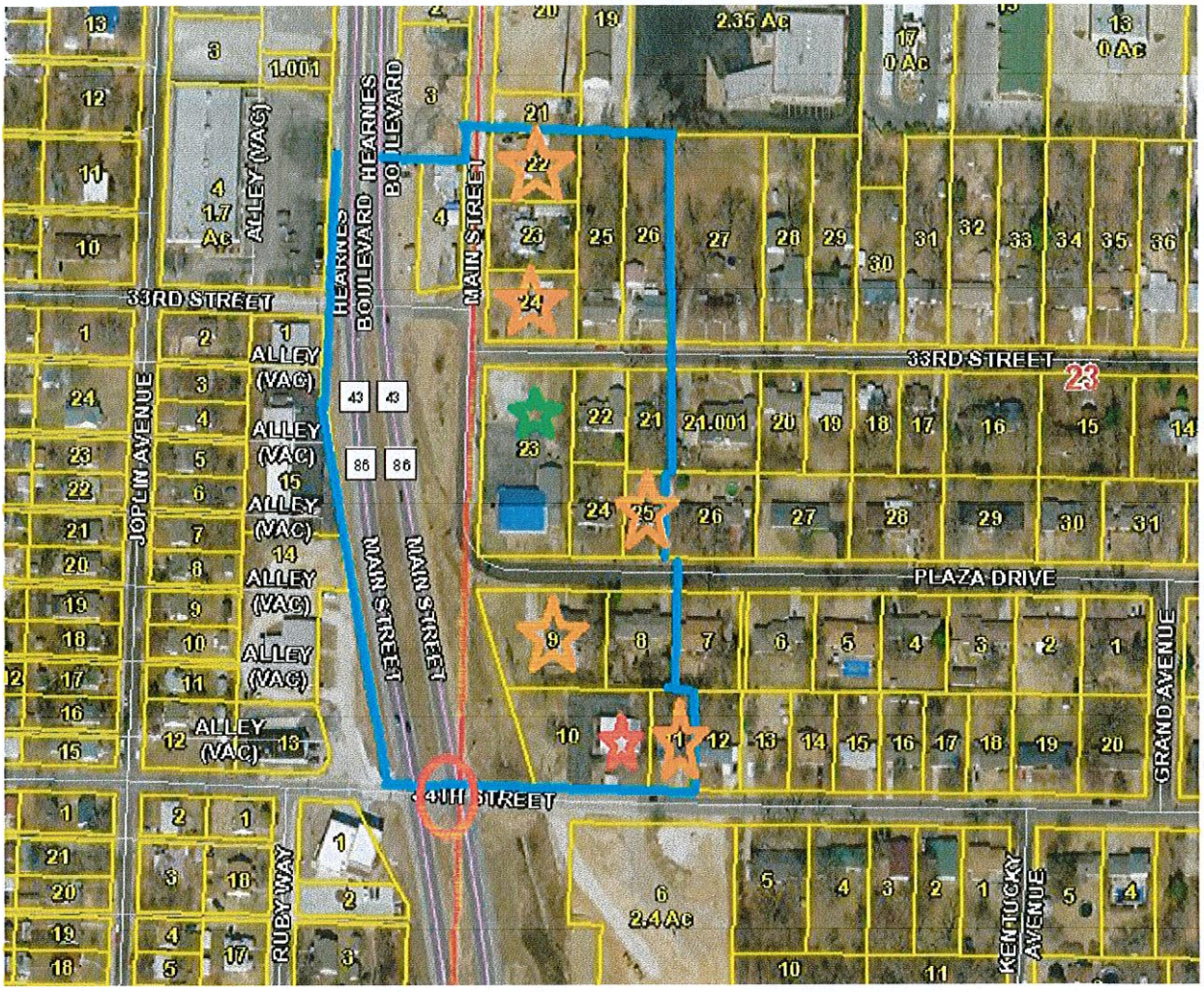
(vi) Any Displaced Occupant or Displaced Business may waive their relocation payment in writing.

(viii) All eligible Displaced Occupants and Displaced Businesses shall be notified in writing of the availability of the relocation benefits and assistance described herein.

(ix) Any Developer provided assistance with land acquisition by the Tax Increment Financing Commission shall provide a certification to the Commission of compliance with this relocation plan.

EXHIBIT 1-LEGAL DESCRIPTION & MAP OF REDEVELOPMENT AREAS (6 RPAs TOTAL)

REDEVELOPMENT PROJECT AREA 1



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OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022001001004000	0.260	GOODSON, ROBERT & DONNA 3227 MAIN JOPLIN, MO 64804	$17,120	1945-RES
Address:				
Legal Description:		FREEMAN GROVE 1 & 6: LOTS 8-9-10 & 11 EX W 50'	BOOK PAGE	324 02670
056023002001022000	0.325	COLE, MICHAEL B. & DONNA I. 6895 Beef Branch Road Joplin, MO 64804	$6,790	1945-RES
Address:				

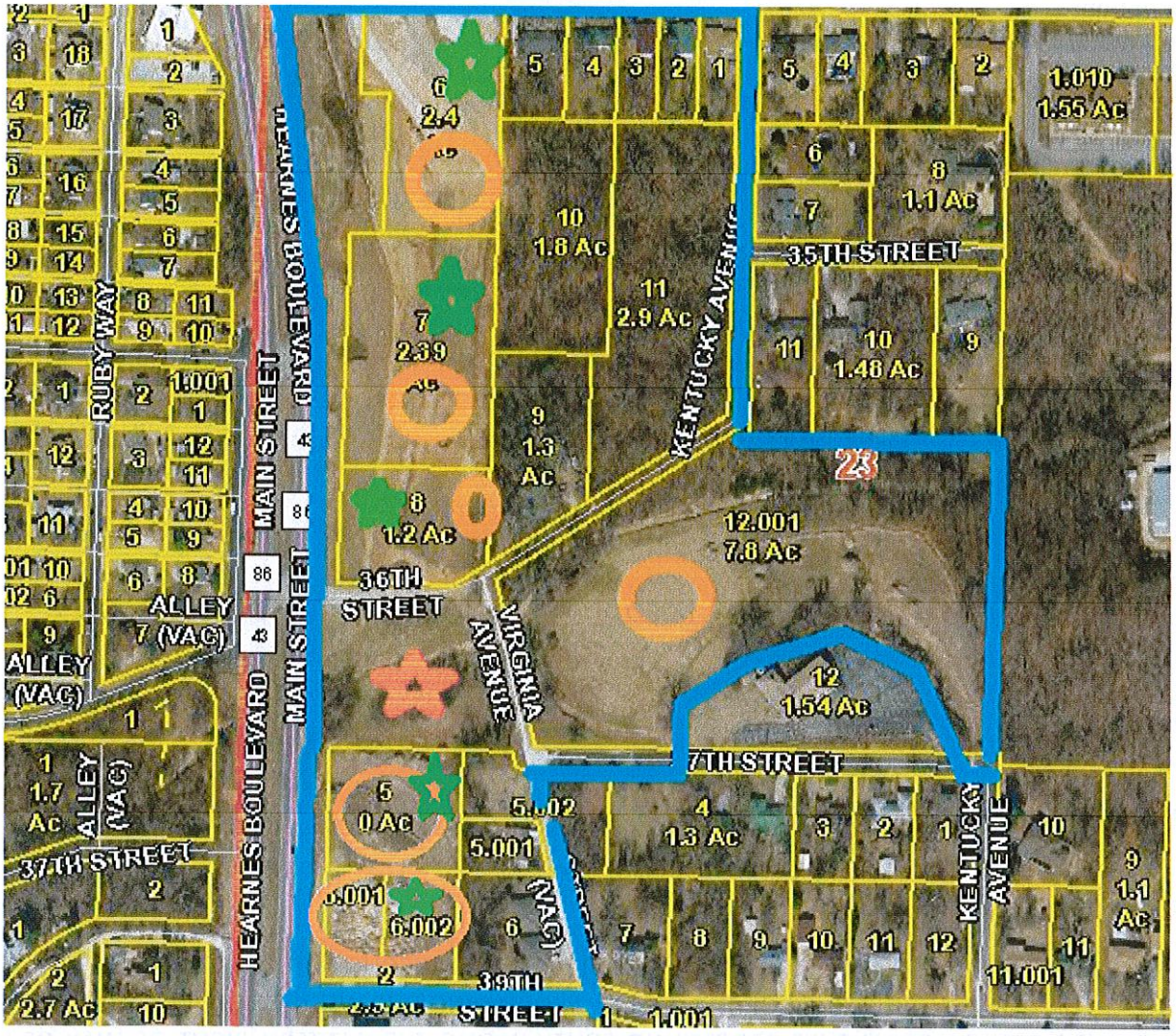
Legal Description:		COLLINS: N 102' LOT 10	BOOK PAGE	342 02769
056023002001023000	0.325	LEWIS, BERT G. 3235 S MAIN JOPLIN, MO 64804	$9,540	1945-RES
Address:				
Legal Description:		COLLINS: PT LOT 10 BEG 102' S NW COR E 139' S 102' W 139' N 102' TO POB	BOOK PAGE	354 01958
056023002001024000	0.326	LEGALLY BLONDE INVESTMENTS, LLC P. O. BOX 249 SAGINAW, MO 64864	$7,410	1945-RES
Address:				
Legal Description:		COLLINS: S1/3 LOT 10	BOOK PAGE	0360 01057
056023002001025000	0.488	LOYD, KEVIN G. 129 E. 33RD JOPLIN, MO 64804	$9,780	1945-RES
Address:				
Legal Description:		COLLINS: W1/2 LOT 11	BOOK PAGE	353 08014
056023002001026000	0.489	O'DELL, DION P. 133 E. 33RD JOPLIN, MO 64804	$10,370	1945-RES
Address:				
Legal Description:		COLLINS: E1/2 LOT 11	BOOK PAGE	0359 1864
056023002002021000	0.234	JUDD, MARK A. 132 E. 33RD JOPLIN, MO 64804	$4,670	??-RES
Address:				
Legal Description:		COLLINS: E 59' OF N 150' LOT 20 & W 9' OF N 150' LOT 21	BOOK PAGE	350 09332
056023002002022000	0.253	DEWEESE, CRYSTAL R. 120 E. 33RD JOPLIN, MO 64804	$17,590	1950-RES
Address:				
Legal Description:		COLLINS: N 138' OF W 80' LOT 20	BOOK PAGE	356 04629
056023002002023000	0.882	HECKMASTER, STEVE & DIANA & STEVEN SMITH 2607 WISCONSIN AVENUE Joplin, MO 64804	$28,100	??-COM
Address:				
Legal Description:		COLLINS: LOT 19	BOOK PAGE	0360 03991
056023002002024000	0.253	DENNIS, JEFFREY SCOTT & D'ANN 101 POINDEXTER PINEVILLE, MO 64856	$13,850	1956-RES
Address:				
Legal Description:		COLLINS: W 80' LOT 20 EX N 138'	BOOK PAGE	0362 05661
056023002002025000	0.172	FISHER, LINDSEY	$11,140	??-RES
Address:		121 PLAZA DRIVE		

		JOPLIN, MO 64804		
Legal Description:		COLLINS: E 59' LOT 20 EX N 150' & EX S 30'	BOOK PAGE	0361 08484
056023002005008000	0.333	DOKE, LAVONNE LEEANNE	$16,600	1970-RES
Address:		P.O. BOX 1137 JOPLIN, MO 64802-1137		
Legal Description:		PARK PLAZA 1: LOT 3	BOOK PAGE	346 02905
056023002005009000	0.666	RUARK, DENNIS L. & MARY JANE	$36,420	1976-RES
Address:		3506 SILVER CREEK ROAD JOPLIN, MO 64804-5348		
Legal Description:		PARK PLAZA 1: LOTS 1 & 2	BOOK PAGE	300 01198
056023002005010000	0.563	JOPLIN CITY	$0	1971-EXEMPT
Address:		602 S. MAIN JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: LOT 22 EX E 32' & ALL LOTS 23 & 24	BOOK PAGE	358 01024
056023002005011000	0.220	GILSTRAP, DOROTHY J.	$9,750	1964-RES
Address:		9386 ELM DRIVE JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: W 33.7' LOT 21 & E 32' LOT 22	BOOK PAGE	0361 07849
			$199,130	
TOTAL PROJECT 1	**5.789 Acres**		**Assessed Value**	

STREET RIGHT OF WAY TO BE INCLUDED.

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF PARCEL # 056023002001024000, BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL, PROCEEDING DUE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD, THENCE PROCEEDING SOUTH ALONG THE WESTERN RIGHT OF WAY OF HEARNE'S BOULEVARD TO THE NORTHWEST CORNER OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD AND 34TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF MAIN STREET THAT LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL # 056023002002022000, THENCE PROCEEDING WEST TO THE WESTERN RIGHT OF WAY OF MAIN STREET. INCLUDES ALL OF THE RIGHT OF WAY OF MAIN STREET SOUTH OF THAT LINE TO A 90 DEGREE CURVE IN THE STREET AT TO THE POINT THE STREET BECOMES PLAZA DRIVE. ALSO INCLUDING THE RIGHT OF WAY OF PLAZA DRIVE BEGINNING AT THE SOUTHWEST CORNER OF PARCEL #056023002001026000, THENCE PROCEEDING SOUTH TO THE SOUTHERN RIGHT OF WAY OF PLAZA DRIVE. INCLUDES ALL OF PLAZA DRIVE FROM THAT POINT TO THE 90 DEGREE CURVE AT THE POINT WHERE THE STREET BECOMES MAIN STREET.

REDEVELOPMENT PROJECT AREA 2



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OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023002006001000	0.305	WOOD, WILLIAM K.	$13,430	1974-RES
Address:		326 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: LOT 26 EX W 140' & N 10'	BOOK PAGE	338 04078
056023002006002000	0.305	WILSON, PHYLLIS K.	$13,240	??-RES
ADDRESS:		318 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: E 70' OF W 140' LOT 26	BOOK PAGE	338 03974

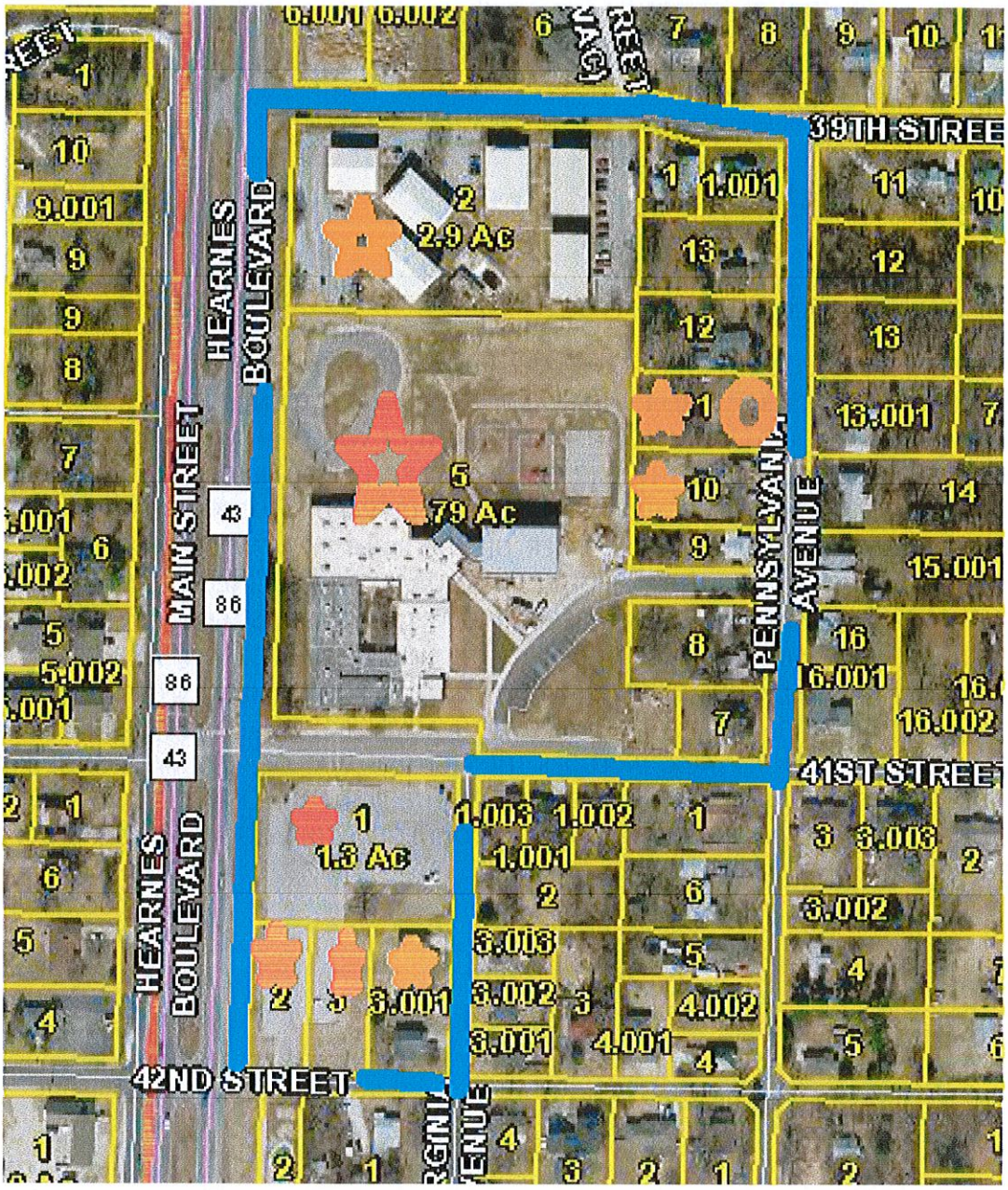
056023002006003000	0.305	CLAFLIN, JOHN	$13,530	??-RES
Address:		314 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: W 70' LOT 26 EX N 10'	BOOK PAGE	358 02558
056023002006004000	0.393	NASH, KENNETH W. & ARLENE	$16,300	??-RES
Address:		310 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: E 90' LOT 25	BOOK PAGE	291 00074
056023002006005000	0.480	ERMAN, ROBERT MICHAEL	$18,940	??-RES
Address:		302 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: W 110' LOT 25	BOOK PAGE	0360 6257
056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
Legal Description:		MODOC ACRES: LOTS 6 & 7 EX N 10' & S 150' OF N 160' OF E 50' LOT 5	BOOK PAGE	0361 06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	BOOK PAGE	0361 07848
056023002007012001	7.800	RKS DEVELOPMENT	$9,840	Vacant-RES
Legal Description:		MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC	BOOK PAGE	0362 07379
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE	$5.890	Vacant-COM
Address:		202 E. 32ND JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	BOOK PAGE	0361 08862
056023002006009000	1.300	DOSS, CLYDE E. JR & ANNA	$10,570	1940-RES
Address:		3529 VIRGINIA JOPLIN, MO 64801		
Legal Description:		MODOC ACRES: LOT 20	BOOK PAGE	0181 0441
056023002006010000	1.800	LUNDSTRUM, BOB	$3,690	Vacant-AGR
Legal Description:		MODOC ACRES: W 200' LOTS 21-22-23 & 24	BOOK PAGE	0362 01710
056023002006011000	2.900	LUNDSTRUM, BOB	$4,790	Vacant-AGR
Legal Description:		MODOC ACRES: LOT 19 & E 210' LOTS 21-22 23 & 24	BOOK PAGE	245 00467
Address:		711 E. 33RD JOPLIN, MO 64804		

NO PARCEL #	1.500	Missouri Department of Transportation P.O. 868	$0	Vacant-EXEMPT
Address:		Springfield, Mo 65801		
Legal Description:		An estimated 1.5 Acres lying south of 36th Street, east of Virginia Avenue, west of main and north of Newton County Parcel # 056023003002005000 and 056023003002005001 in Section 23 Township 27 Range 33 of Newton County, except that part used for right of way for Main Street and 36th Street.	BOOK PAGE	NA
056023003002005000	1.110	RKS DEVELOPMENT, LLC	$5,850	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02327
056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-COM
Legal Description:		W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB	BOOK PAGE	0362 02327
Address:		202 E. 32ND JOPLIN, MO 64804		
PT OF 056023003002005001	0.332	WHITE, KEITH V.	$9,280	1940-RES
Legal Description		BEG 517.15' E & S 14* E 122.08' NW COR NW1/4 SW1/4 S 14* E 92.55' W 169.90' N 90' E 146.17' TO POB & EASEMENT OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY LYING WEST OF VIRGINIA AVENUE.	BOOK PAGE	0347 04478
056023003002005002	0.601	WHITE, KEITH V. & DEBBIE A.	$3,105	Vacant-RES
Legal Description:		PT NW1/4 SW1/4 BEG 402.29' E OF NW COR E 253.84' S 208.71' W 253.84' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	355 06307
Address:		3706 VIRGINIA AVENUE JOPLIN, MO 64804		
056023003002006000	0.843	RDE, LLC	$35,230	1993-RES
Address:		817 MAIDEN LANE JOPLIN, MO 64801		

Legal Description	PT NW1/4 SW1/4 BEG 208.71' S & 271.29' E NW COR SW1/4 W 183.71' E 329.83' N 183.71' W 329.83' TO POB EX W 129.83' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	0362 3730
TOTAL	**27.48**		**$377,095**

STREET RIGHT OF WAY TO BE INCLUDED IN RPA

RPA WILL INCLUDE THAT PART OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD SOUTH OF THIS LINE TO A LINE, WHICH BEGINS AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE PROCEEDING WESTERLY TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 34TH STREET BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY OF 34TH STREET. INCLUDES ALL OF THE RIGHT OF WAY OF 34TH STREET LYING EAST OF THIS LINE TO A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF KENTUCKY AVENUE AND 34TH STREET, THENCE NORTH TO THE NORTH RIGHT OF WAY LINE OF 34TH STREET. ALSO INCLUDES ALL OF KENTUCKY STREET LYING SOUTH OF 34TH STREET TO A POINT WHERE KENTUCKY CONNECTS WITH 36TH STREET. ALSO INCLUDES ALL OF 36TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A POINT WHERE 36TH STREET CONNECTS WITH KENTUCKY AVENUE. ALSO INCLUDES THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF WHERE IT CONNECTS WITH 36TH AND KENTUCKY STREET TO THE POINT IT CONNECTS WITH 37TH STREET. ALSO INCLUDING ALL OF 37TH STREET LYING EAST OF THE POINT IT CONNECTS WITH VIRGINIA AVENUE TO A POINT WHERE IT CONNECTS WITH KENTUCKY AVENUE.



REDEVELOPMENT PROJECT AREA 3

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RED CIRCLE: Proposed Traffic Light
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OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

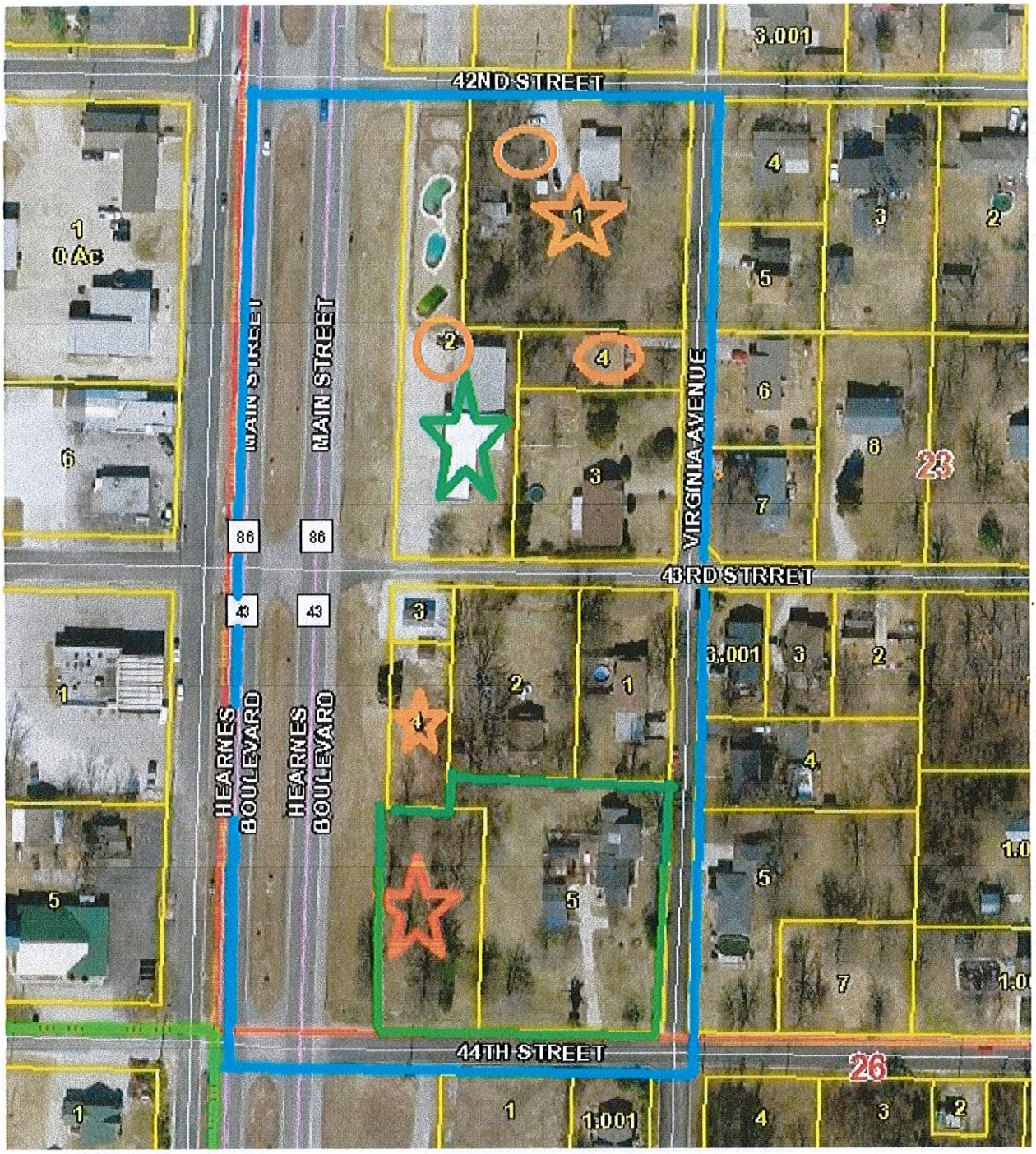
PARCEL NUMBER	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023003003002000	2.900	MARCULES, BART AUGUSTIN TRUST	$322,750	Apt-RES
Address:		988 E. CEMETERY ROAD GRANBY, MO 64844		
Legal Description:		PT NW1/4 SW1/4 BEG 170' E & 612.56' N SW COR N 257.20' E 486.13' S 257.20' W 486.13' TO P	BOOK PAGE	0362 05967

056023003003003000	0.600	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG 492.56' N & 170' E SW COR NW1/4 SW1/4 N 120' E 223' S 120' W 223' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 12512
056023003003004000	0.529	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG SW COR M-15 E 176.47' N 127.61' W 180' S 125.56' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 14889
056023003003004002	0.248	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-BEG 140' S & 180' E NW COR M-15 S 127.61' E 85' N 127.61' W 85' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	353 00708
056023003003005000	5.400	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-W 73.7' OF S 97' OF: BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 73.7' S 97' TO 15' N OF S LN W 73.7' TO POB & W 656.13' OF S 347' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	350 09703
056023003010001000	1.300	SCHOOL DISTRICT 42	$0	EXEMPT
Legal Description:		SCHOOL-LOTS 5 & 6 STAPLES & PABST 2 & BEG NE COR LOT 5 E 130' W 130' N 205' TO POB	BOOK PAGE	240 00566
056023003010002000	0.386	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-PT LOT 7 STAPLES & PABST 2	BOOK PAGE	324 02870
056023003010003000	0.416	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-LOT 8 EX E 114' STAPLES & PABSTS 2	BOOK PAGE	353 02365
Address:		P.O. BOX 128 JOPLIN, MO 64802		
056023003003012000	0.459	RAINEY, JANE E.	$6,690	1920-RES
Address:		3922 S. PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		JONES: LOT 23	BOOK PAGE	0361 03456
056023003003011000	0.462	RKS DEVELOPMENT, LLC	$2,240	Vacant-RES
Address:				
Legal Description:		JONES: LOT 24	BOOK PAGE	0359 05017
056023003003010000	0.441	CRUMBLISS, CAROLYN J.	$6,420	1920-RES
Address:		1913 W. 10TH ST. JOPLIN, MO 64801		
Legal Description:		PT NW1/4 SW1/4 BEG 656.13' E & 332.4' N SW COR N 100' E 190.6' S 100' W TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	349 03014

056023003003009000	0.261	HUNTER, LORI ANN	$6,640	1900-RES
Address:		318 E. 41ST JOPLIN, MO 64804		
Legal Description:		TR M-19 PT NW1/4 SW1/4 BEG 656.13' E & 228.4' N SW COR N 104' E 208.7' S 104' W 208.7' TO POB EX S 45' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 05812
056023003003008000	0.519	ALTMAN, JEFFREY L.	$9,280	1945-RES
Address:		4016 PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		TR M-18 PT NW1/4 SW1/4 BEG 656.13' E & 112' N SW COR N 116.5' E 208.7' S 116.5' W 208.7' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 04106
056023003003007000	0.267	SMITH, ELLA L.	$8,720	1942-RES
Address:		4030 PENNSYLVANIA AVENUE JOPLIN, MO 64804		
Legal Description:		PT M-17 BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 208.7' S 97' W 208.7' TO POB EX W 73.7' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	0360 04606
056023003010003001	0.537	LOCKE, MICHAEL K. & TANIA R.	$34,470	1996-RES
Address:		P.O. BOX 2004 JOPLIN, MO 64803-2004		
Legal Description:		GRIFFIN: LOTS 1-2 & 3	BOOK PAGE	345 01069
			$397,210	
TOTALS	**14.73 ACRES**		**ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD WHICH LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF THIS LINE TO A LINE WHICH BEGINS AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD, THENCE EAST TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET WHICH LIES EAST OF THE POINT WHICH 39TH STREET CONNECTS WITH HEARNE'S BOULEVARD TO A LINE WHICH BEGINS AT THE NORTHEAST CORNER OF PARCEL #056023003003002000, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 39TH STREET. ALSO INCLUDES A VACATED STREET WHICH LIES EAST OF PARCELS #056023003002005001AND #056023003002006000, SOUTH OF 37TH STREET AND NORTH OF 39TH STREET. ALSO INCLUDES THE RIGHT OF WAY OF PENNSYLVANIA LYING SOUTH OF 39TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDES THE RIGHT OF WAY OF 41ST STREET LYING EAST OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND PENNSYLVANIA, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET WHICH LIES EAST OF THE RIGHT OF WAY OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD AND AT A NORTH SOUTH LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND VIRGINIA AVENUE.



REDEVELOPMENT PROJECT AREA 4

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

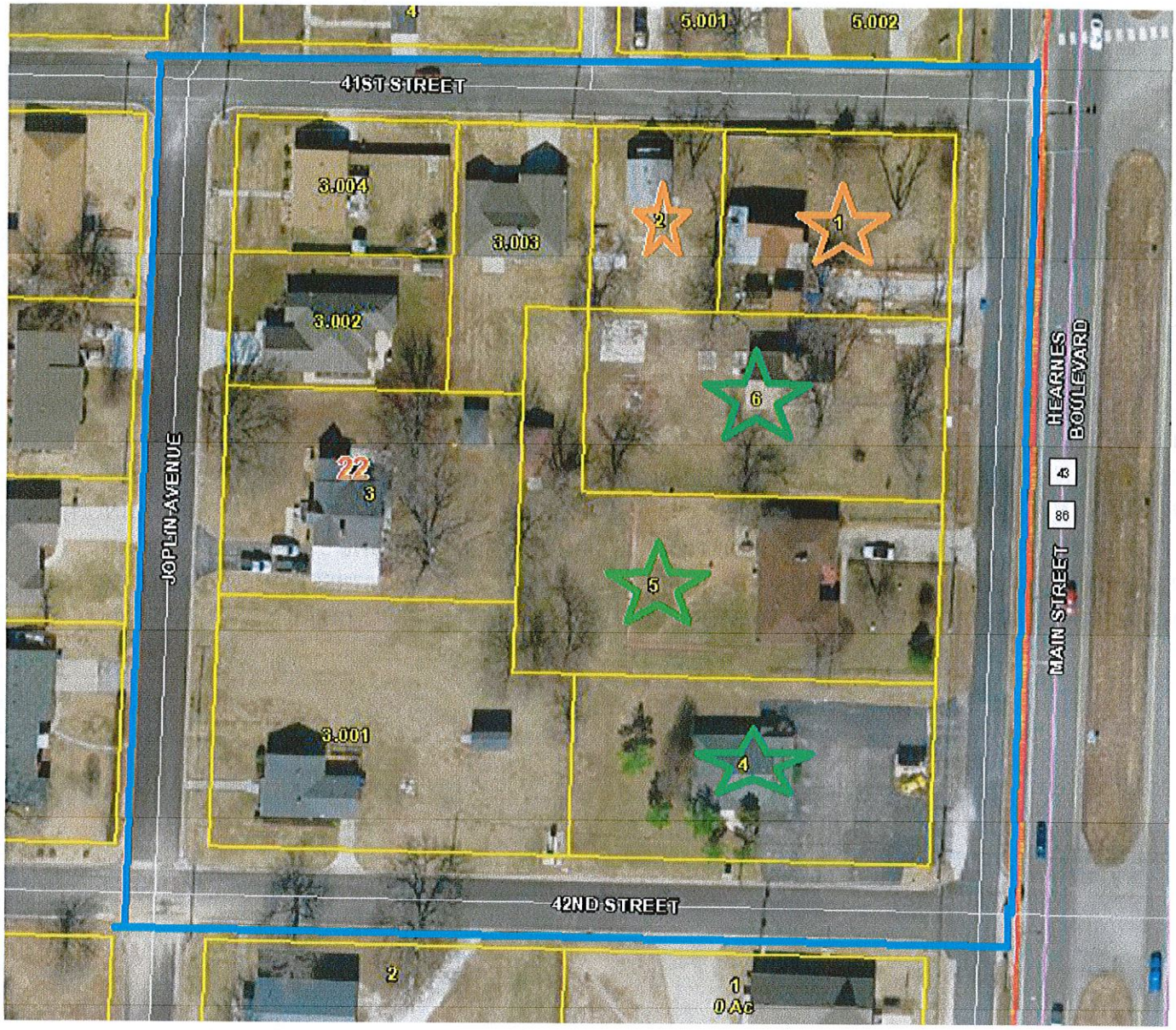
0560230030110010000	1.000	RKS Development, LLC.	$7,860-R	1936-RES
Address:		4029 MISSOURI JOPLIN, MO 64804		

Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	358 09788
056023003011002000	1.080	RKS DEVELOPMENT, LLC	$58,200-C	1986-COM
Address:				
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	328 02165
056023003011003000	0.520	SHEPHERD, SCOTT S.	$14.010-R	1945-RES
Address:		4230 VIRGINIA JOPLIN, MO 64804		
Legal Description:		Beginning at the SE Corner of Lot 20 of the Staples & Pabst 2 Subdivision, thence west 150', thence north 153.7, thence east 150', thence south 153.7 to POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	356 02415
056023003011004000	0.180	RKS DEVELOPMENT, LLC	$10,230-R	1967-RES
Address:		202 EAST 32ND JOPLIN, MO 64804		
Legal Description:		The east 150' and the north 53.7' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	362 04583
056023003016001000	0.350	KIENZLE, GARY L. & CARLENE	$16,700-R	1979-RES
Address:		4306 Virginia JOPLIN, MO 64804		
Legal Description:		The north 174' of Lot 29, except the west 115' of the north 174' of Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	314 00269
056023003016002000	0.200	BIBENS, HARRY A. & DEBORAH	$6,010-R	1945-RES
Address:		108 EAST 43RD JOPLIN, MO 64804		
Legal Description:		The WEST 115' OF THE NORTH 174' OF Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	301 00951
056023003016003000	0.070	GONZALEZ, OSCAR H. & LAURA	$670-R	Vacant-RES
Address:		4301 MAIN JOPLIN, MO 64804		
Legal Description:		North 50' of Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 00783
056023003016004000	0.210	PERRY MANAGEMENT, LP	$2,070-R	Vacant-RES
Address:		P.O. BOX 514 CARTHAGE, MO 64836		
Legal Description:		East 62' of THE SOUTH 150' OF Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 06683

		$115,750
	3.610	**ASSESSED**
TOTALS	**ACRES**	**VALUE**

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND HEARNE'S BOULEVARD THENCE WESTWARD TO THE SOUTHWEST CORNER OF 41ST STREET AND HEARNE'S BOULEVARD, ALL OF THE RIGHT OF WAY LYING SOUTH TO A LINE WHICH BEGINS AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD, THENCE PROCEEDING EASTERLY TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING ALL OF THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 42ND STREET AND NORTH OF 43TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF 43RD STREET LYING EAST OF HEARNE'S BOULEVARD AND WEST OF VIRGINIA AVENUE. ALSO INCLUDING THE RIGHT OF WAY OF 43TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 44TH STREET, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 43TH STREET.



REDEVELOPMENT PROJECT AREA 5

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

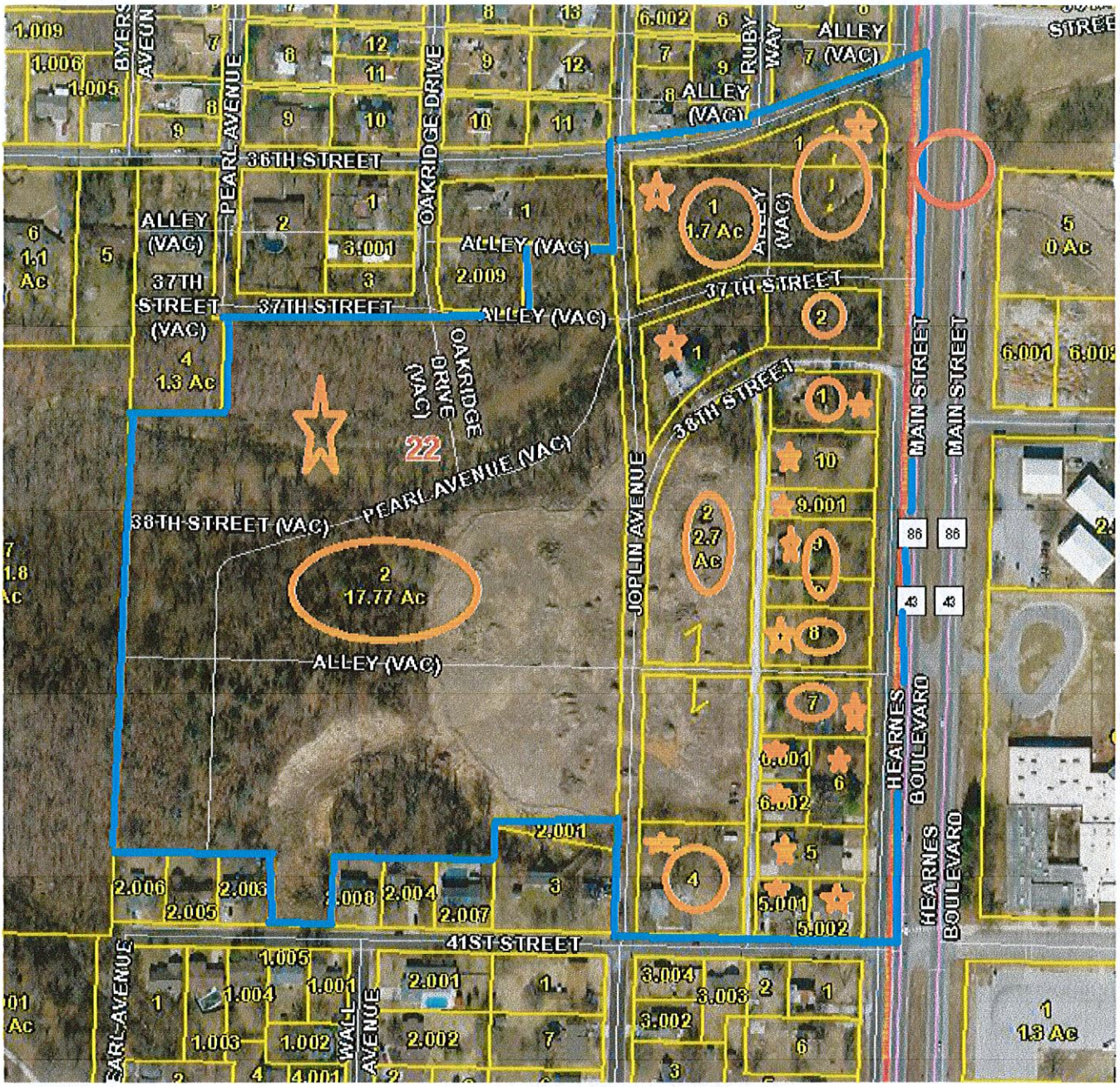
PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004011001000	0.280	OX, L.L.C.	$6,750	1902-RES
Address:		1505-A W. 10TH JOPLIN, MO 64801		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 1 EX W 70'	BOOK PAGE	0360 07635
055022004011002000	0.157	LUCAS, DAVID E.	$6,290	1920-RES

Address:		% HARLAN DAVID SMITH- TS2013 STELLA, MO 64867		
Legal Description:		STAPLES & PABST 1: W 70' N1/2 LOT 1	BOOK PAGE	356 03047
055022004011003000	0.413	SOOTER, KEVIN	$13,040	1930-RES
Address:		4115 JOPLIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: PT LOTS 2 & 11 BEG NW COR LOT 2 S 143.61' E 161.22' N 46.37' E 34.03' N 97.62' W 195' TO POB	BOOK PAGE	356 05572
055022004011003001	0.604	GARRISON, GEORGE O. & BARBARA	$9,820	1951-RES
Address:		4145 JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABSTS: BEG SW COR LOT 11 N ALG W LOT LN 134.88' E 161' S 37.38' E 34' S 97.50' W 195' TO POB	BOOK PAGE	352 08017
055022004011003002	0.198	REYNOLDS, BONNIE	$19,820	Vacant-RES
Address:		4107 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST: PT LOT 2 BEG NW COR E 195' S 97.22' W 34.03' S 46.37' W 161.22' N 143.61' TO POB EX BEG 120' E OF NW COR E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB ETC.	BOOK PAGE	0360 4170
055022004011003003	0.247	HEISLER, DORIS	$17,670	2008-RES
Address:		118 W. 41ST JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST BEG NW COR LOT 2 E 1200' TO POB E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB	BOOK PAGE	358 02178
055022004011003004	0.198	STERNES, ELIZABETH A.	$5,980	1951-RES
Address:		4105 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST'S: BEG NW COR LOT 2 E 120' S 71.81' W 120' N 71.81' TO POB	BOOK PAGE	360 3905
055022004011004000	0.436	VOLK, RICHARD E. & DIANE M.	$26,210	1972-COM
Address:		4130 HEARNE'S BLVD. JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 12	BOOK PAGE	343 06795
055022004011005000	0.513	BOTTOROFF, JERRY R. & JUDITH ANN	$13,250	1965-COM
Address:		4118 S. MAIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 12 & E 34' OF N 97.5' LOT 11 & E 34' OF S 97.5' LOT 2	BOOK PAGE	283 00228
055022004011006000	0.436	WILLIAMS, DAVID S.	$9,310	1900-COM
Address:		4601 HICKORY LANE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 1	BOOK PAGE	0360 4973

		$128,140
	3.482	**ASSESSED**
TOTALS	**ACRES**	**VALUE**

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF 41ST STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHWEST CORNER OF THE POINT WHERE 41ST STREET CONNECTS WITH JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 42ND STREET. ALSO WILL INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE. ALL OF THE RIGHT OF WAY SOUTH OF SAID LINE TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF 42ND STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE.



REDEVELOPMENT PROJECT AREA 6

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004003005002	0.203	WOLTJER, DONALD D.	$21,350	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SE COR LOT 508 W 92.47' N 96.41' E 92.43' S 95.73' TO POB	BOOK PAGE	355 04569

055022004003005001	0.206	WOLTJER, DONALD D.	$22,680	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SW COR LOT 508 N 97.10' E 92.43' S 96.41' W 92.47' TO POB	BOOK PAGE	355 04569
055022004003005000	0.381	WOLTJER, DONALD D.	$44,370	1993-RES
Legal Description:		FREEMAN GROVE 5 (UNRECORDED) BEG NE COR LOT 495 S 89.73' W 184.87' N 91.09' E 184.82' TO POB	BOOK PAGE	355 04569
Address:		PO BOX 20 NEOSHO, MO 64850		
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	285 00399
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04585
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK PAGE	0362 04585
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK PAGE	0362 04585
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK PAGE	0362 04582
055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-	BOOK	0362

		426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	PAGE	04582
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04582
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003006000	0.344	RENT JOPLIN.COM LLC	$9,310	1929-RES
Address:		530 S. VIRGINIA JOPLIN, MO 64801		
Legal Description:		PT NE1/4 SE1/4 LOTS 474-483 & 484 EX W 85' FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	354 06256
055022004003006001	0.146	LANDIS, ROBERT C. & BARBARA R.	$24,340	1952-RES
Address:		2820 IRON GATES ROAD JOPLIN, MO 64804		
Legal Description:		WITMERS 1: PT LOT 4 BEG 115' W NE COR W 80' S 135' E 80' N 135' TO POB	BOOK PAGE	0359 2434
055022004003006002	0.146	CARDEN, MAX & INA	$21,300	1992-RES
Address:		1615 W. ASH ROGERS, AR 72758		
Legal Description:		FREEMAN GROVE 5: W 85' LOT 484 & W 85' S1/2 LOT 483	BOOK PAGE	355 01690
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
TOTALS	**28.577 ACRES**		**$219,780 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO WILL INCLUDE THE RIGHT OF WAY OF 37TH AND 38TH STREET LYING WEST OF HEARNE'S BOULEVARD AND EAST OF JOPLIN AVENUE. ALSO INCLUDES ANY PORTION OF 38TH STREET WHICH HAS BEEN VACATED. ALSO INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET LYING WEST OF HEARNE'S BOULEVARD AND NORTH OF 41ST STREET. ALSO INCLUDES ALL ALLEYS WITHIN THE RPA SHOWN ON THE ABOVE MAP, VACATED OR OTHERWISE. ALSO INCLUDES THE VACATED PORTIONS OF PEARL AVENUE AND OAKRIDGE AVENUE SHOWN ON THE ABOVE MAP.

TOTAL ACRES ALL RPAs 83.67 TOTAL ASSESSED VALUE ALL RPAs $1,437,105

NOTICE & DISCLAIMER: The assessed values listed in this exhibit, and part of the Redevelopment Plan, are listing of the assessed values as best known at the time the Redevelopment Plan was drafted. In accordance with the Missouri Revised Statutes 99.855, the county assessor shall certify the assessed value of the Redevelopment Area, after adoption the Plan, and the imposing of Tax Increment Financing within the Redevelopment Area. Any values listed prior to the certification by the County Assessor, is an estimate only.

COPY OF LETTER TO PROPERTY OWNERS ADVISING THEM OF TIF, AND ASKING IF THEY WISHED TO NOT BE INCLUDED. ONLY ONE PROPERTY OWNER OPTED TO BE REMOVED FROM THE DISTRICT, WHICH THEY HAVE BEEN REMOVED.

RKS Development, LLC

202 EAST 32ND STREET
JOPLIN, MO 64804
417-623-1550

December 31, 2014

RE: YOUR PROPERTY BEING INCLUDED IN A TIF DISTRICT

Dear Property Owner,

This letter is to advise you that you own property located within an area of the City of Joplin, south of 32nd Street and north of 44th Street, which my partners and I are proceeding with a "Tax Increment Finance District" (TIF). The TIF is being proposed by RKS Development, LLC, which consist of myself Rodney Spriggs, Ken Caviness and Steve Wilcox, owners of Vintage Stock, a national company located in Joplin. RKS has been buying land in the area for the past three years with the intent of bringing new development to the area. We currently own about 46 acres, or an estimated ½ of the proposed redevelopment area. The TIF is needed to assist in funding the estimated $31 million dollars in public improvements, such as roads, sewer, water, and stream mitigation cost imposed by the Corp of Engineers. It is important that you be advised before we proceed with requesting the City to approve the Plan. Here are some specific issues we want to explain and answer questions for you.

1. **WILL YOU BE REQUIRED TO SELL YOUR PROPERTY IN THE AREA?** We have attached a drawing of the area site plan and our "preliminary plans". Your property is within and a part of the current plan. We may, or may not, be interested in buying your property now or in the future. This is a "preliminary plan", which is subject to change. We have made a commitment, and agreement, with the City that we will **not** forcefully take any property via eminent domain. We will **only** buy properties in which the price is fair and reasonable. We do not want you to get the idea that we MUST buy property, thus the price can go up. If the numbers are not right, we will change our "preliminary plan" and develop property we now own or can buy at a reasonable price.

2. **WILL THE TIF INCREASE YOUR TAXES OR COST YOU ANY MONEY TO BE IN THE TIF?** The answer is NO! The TIF will collect any increase in sales and property taxes, if any, generated by any retail business that locates upon the property, and any property taxes generated from any increase in assessed value, and those funds will be used to pay for the public improvements. The Assessor will, and must, value the property the same if it is in or out of a TIF.

3. **WILL THE TIF BE PAYING FOR THE PRIVATE COST OF THE DEVELOPMENT?** The answer is NO. RKS will fund the estimated $220 million dollars to do the project. We will have to pay for ALL costs, including the public improvements, up front. The TIF can only reimburse us for the eligible public improvement costs, which are estimated at $31 million and only from the new taxes, if any, as they are generated during the term of the TIF, which is estimated to exist for 16 years. We are taking the risk. If no, or not, enough new taxes are generated by the area, we will not be reimbursed any amount still unpaid at the end of the TIF.

4. **CAN YOUR PROPERTY BE TAKEN OUT OF THE TIF?** The answer is YES. You can request to not be included and we will take all proper actions to not include you. However, if you do request to take your property out of the TIF, we will not be able to buy your property, reason is the TIF Plan would have to be amended again to include

it. Being in the TIF will not affect the value of your property one way or the other. Please contact the TIF Consultant preparing the Plan, Darrell Gross, at the contact information listed below if you wish to be removed. If you wish to discuss it with me, please contact me at my information below. If you leave the property in, you will be getting another letter from the City advising you of the same just so you know.

5. **OTHER QUESTIONS?** Please contact Darrell Gross, our consultant, if you have any questions about TIFs and the TIF Plan. He has over 25 years' experience in Missouri working with TIF districts. Darrell's contact information is listed at the end of this letter. The final TIF Plan will be ready for review shortly. If you would like a copy, Darrell can email or mail you a copy.

On behalf of myself, Ken and Steve, we wish to assure you that our efforts and investment in this TIF project reflects our long term commitment to the City of Joplin. We all 3 grew up in the area, graduated from MSSU, raised our families and are proud to have our Vintage Stock corporate headquarters in Joplin. Please contact me or Darrell if you have any questions. Aside from the Site Plan, we have also attached a complete list of owners and an enlarged Assessor's map of each Redevelopment Project Area. We have identified six areas within the larger Redevelopment Area. The smaller maps make it easier to identify the various properties.

Respectfully,

Rodney Spriggs

Rodney Spriggs, Managing Partner
202 E. 32nd St., Joplin, MO 64804
Cell: 417-439-6785
Email: Rodney.spriggs@vintagestock.com

Darrell Gross, TIF Consultant
Gross & Associates
8270 West Farm Road 160
Republic, MO 65738
417-425-9460 PHONE
Email: Grossasc@mowisp.net

ENCLOSURES

COPY OF LETTER TO PROPERTY OWNERS CALLING FOR A NEIGHBORHOOD MEETING TO ANSWER QUESTIONS-NO PROPERTY OWNER REQUESTED TO BE REMOVED-SIGN IN SHEET ATTACHED

RKS Development, LLC

202 EAST 32ND STREET
JOPLIN, MO 64804
417-623-1550

May 4, 2015

RE: Proposed TIF District and Development

Dear Property Owner,

This letter is to advise you that I am holding a property owner's meeting on Thursday May 14th, 2015 at 5:30 at the Southside Community Church of God at 309 East 37th Street. The purpose of the meeting is to try to answer any additional questions relating to the development in the area by me that property owners may have, whether or not you are interested in selling your property or not. We want you to understand our plans for redeveloping the area. The City held a public hearing last Thursday, and have continued the hearing in order to allow us time to try to answer more questions from the property owners. We stress, as was stressed in the hearing that we will not be using eminent domain, thus if you do not wish to sell you do not have to do so, ever. We sent letters out in December and only had one property owner indicate that they had no interest in selling and wanted to be removed from the TIF, which we did. We will do our best to answer all your questions. We will also extend the invitation to City representatives to be there and answer question that may be directed at the City.

On behalf of myself, Ken and Steve, my partners in this project as well as Vintage Stock, the company we own and operate in Joplin. We wish to assure you that our efforts and investment in this TIF project reflects our long-term commitment to the City of Joplin. We all 3 grew up in the area, graduated from MSSU, raised our families and are proud to have our Vintage Stock corporate headquarters in Joplin. If you have questions please come to the meeting. We will have some handouts of maps and try to discuss our plans in greater detail.

Respectfully,

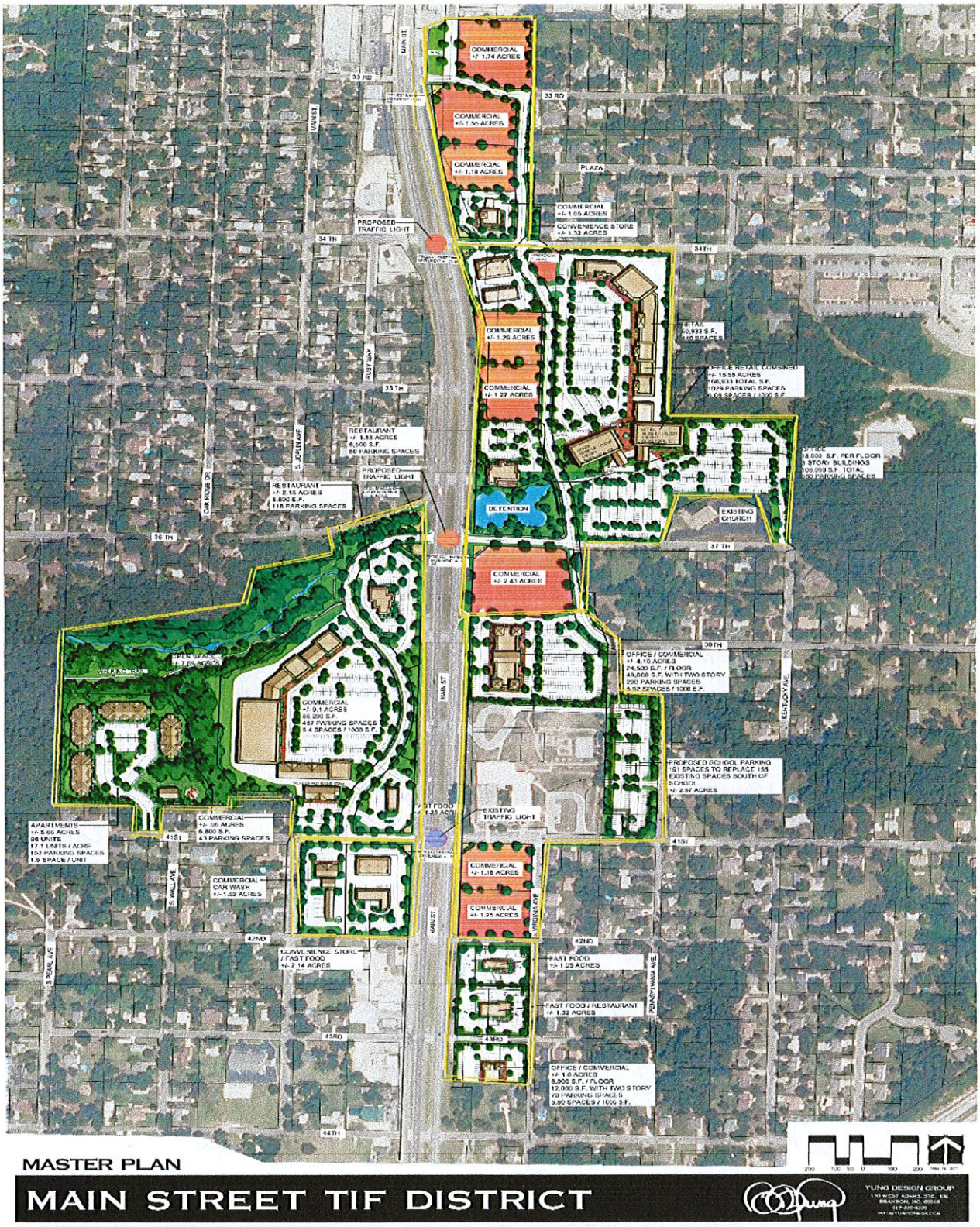
Rodney Spriggs

Rodney Spriggs, Managing Partner
202 E. 32nd St., Joplin, MO 64804
Cell: 417-439-6785
Email: Rodney.spriggs@vintagestock.com

BKS Development
Property Owners Meeting
May 14, 2015
SouthSide Com Church of God
5:30 PM

Name	Address
[illegible]	8270 W Fir Rd 160 Republic
Bob + Donna Goodson	4405 Middleton Dr 64804
Doris Heisler	118 W 41st Joplin 64804
Dan + Denise Ackerson	100 Christiana; Seneca, MO
Carlene Kimzle	4306 Virginia
Jim Potter	3506 S. Main
Liz Sternes	4105 S. Joplin
Jenny + Dion O'Dell	133 E 33rd st
Carden	4028 S. Main St. Joplin
Steve Hackmaster	101 Plaza Drive
Crystal DeWeese	120 E. 33rd
Jane Rainey	3922 Pennsylvania
Mary Bibbs	108 east 43 Rd
[illegible]	3235 S MAIN ST KD
Bert Lewis	
Stephenie Willis	115 E 33rd
Phil Edson	PO Box 2705
Dean H. Gonzalez	4701 S WALL
Scott Dennis	117 PLAZA

REDEVELOPMENT PROJECT AREA CONSIST OF (6-RPAs)
SITE PLAN EXHIBIT 2



PROJECT COST EXHIBIT 3

DESCRIPTION	TOTAL ALL PROJECT COSTS	TIF REIMBURSABLE COSTS	CID COST
PROPERTY ACQUISITION			
PRIMARY SITE COST 83 Acres	$19,886,713	$3,200,000	
SUB-TOTAL	**$19,886,713**	**$3,200,000**	
LAND PREPARATION			
DEMOLITION & UTILITY REMOVAL	$759,100	$759,100	
EXTRAORDINARY SITE COSTS-IMPORT FILL	$9,462,479	$9,462,479	
SUB-TOTAL	**$10,221,579**	**$10,221,579**	
CONSTRUCTION COSTS			
RPA-1 BUILDINGS	$8,085,000		
RPA-1 SITE PREP-SITE IMPROVEMENTS	$595,204		
RPA-2 BUILDINGS	$43,245,930		
RPA-2 SITE PREP-SITE IMPROVEMENTS	$2,780,718		
RPA-3 BUILDINGS	$16,275,000		
RPA-3 SITE PREP-SITE IMPROVEMENTS	$1,190,408		
RPA-4 BUILDINGS	$3,675,000		
RPA-4 SITE PREP-SITE IMPROVEMENTS	$453,046		
RPA-5 BUILDINGS	$4,305,000		
RPA-5 SITE PREP-SITE IMPROVEMENTS	$432,276		
RPA-6 BUILDINGS	$24,777,000		
RPA-6 SITE PREP-SITE IMPROVEMENTS	$2,953,586		
MARKETING COST	**$14,588,032**		
SUB-TOTAL	**$123,356,200**		
PROFESSIONAL FEES			
ARCHITECTURAL & ENGINEERING	$800,000	$800,000	
LEGAL & PROFESSIONAL	$275,000	$275,000	
SUB-TOTAL	**$1,075,000**	**$1,075,000**	
TOTAL PRIVATE-BLIGHT COSTS	**$154,539,492**	**$14,496,579**	
PUBLIC IMPROVEMENTS			
UTILITY INSTALLATION	$2,949,512	$2,949,512	
STREET IMPROVEMENTS/APPROACHES/CURB	$7,553,294	$7,553,294	
SCHOOL PARKING LOT	$770,500	$770,500	
MITIGATION COST	$3,860,000	$3,860,000	
STORM WATER CONTROL	$700,000	$700,000	
SUB-TOTAL	**$15,833,306**	**$15,833,306**	
TOTAL ALL HARD COST	**$170,372,798**	**$30,329,885**	
CONTINGENCY	**$3,757,634**	**$537,610**	
TOTAL HARD COST WITH CONTINGENCY	**$174,130,432**	**$30,867,495**	
TOTAL FINANCING COSTS	**$56,199,621**	**$7,151,579**	**$9,149,469**
GRAND TOTAL	**$230,330,053**	**$37,481,464**	**$9,149,469**
PERCENTAGES	100%	16%	3.97%
CID FUNDING OF COST		$9,601,356	$9,149,469
LOCAL TAXING DISTRICTS PORTION		$27,880,108	
PERCENTAGES		12.10%	

NOTE: This amount is the unpaid principal and interest estimated to remain at the end of 15 years of capturing TIF Revenue based on projections.

The maximum term the TIF can exist is 16 years per RPA, it is projected to take 15 years to pay back the maximum TIF Reimbursable, as illustrated in the Plan.

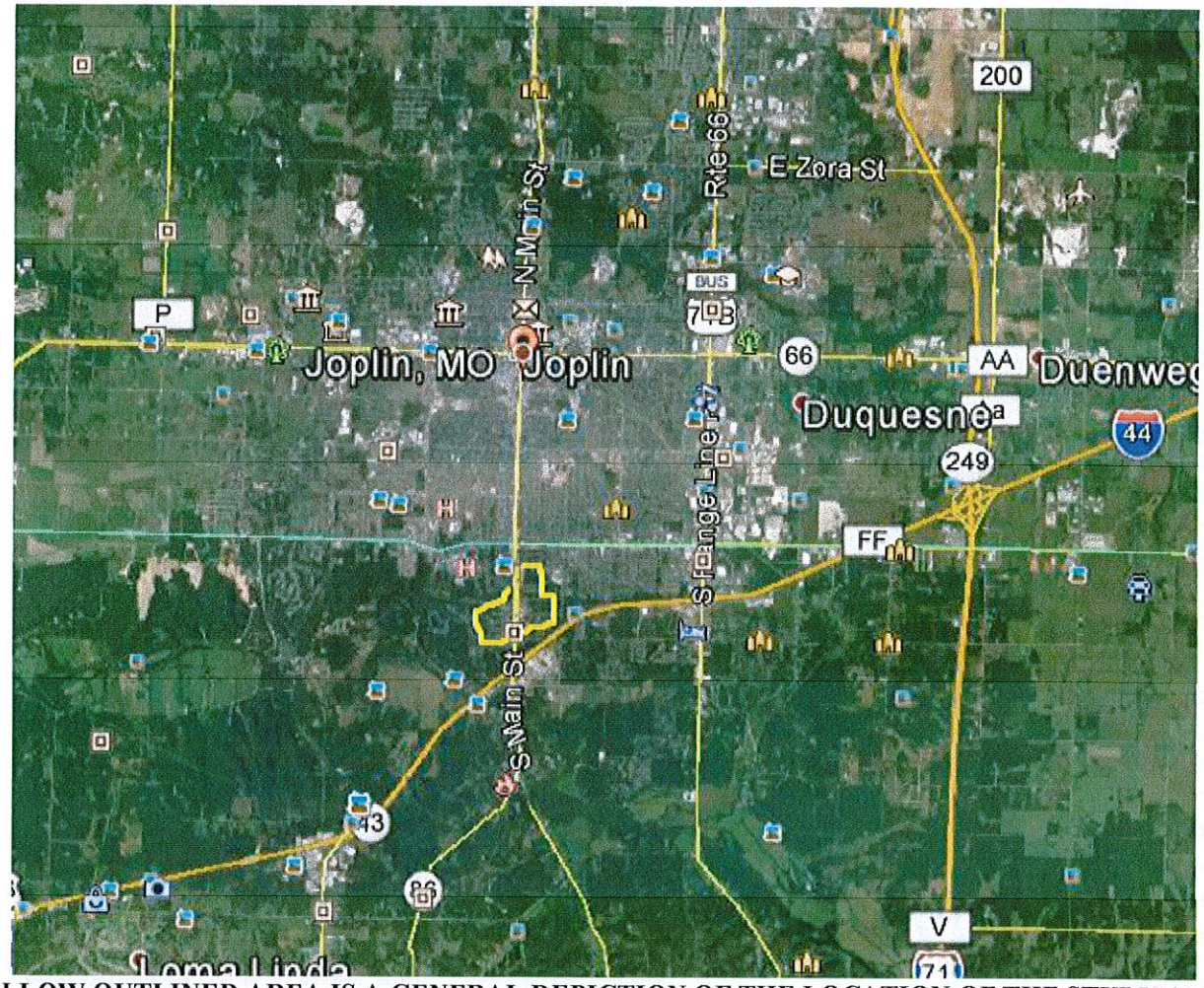
The South Main Street CID, which is a special taxing district established only within the Redevelopment Area, collects a 1% additional tax.

The South Mains Street CID will continue to operate to pay any unpaid balance after the TIF, or pay the cost above the Maximum TIF Budget of $37,481,464

CID payments will not affect any other taxing district. Estimated CID will run for an additional 7 years to pay this amount.

EXHIBIT 4
BLIGHT STUDY
MAIN STREET TIF DISTRICT
CITY OF JOPLIN, MISSOURI

This Study is being conducted and prepared on behalf of RKS Development, LLC, a proposed Developer for a proposed Redevelopment Area generally located south of 32nd Street and north of I-44 lying on both the east and west sides of Main Street from 36th Street south to 42nd Street, on the east side of Main Street from 36th Street to just south of 32nd Street, not including the CVS Site, and the east side of Main Street from 42nd Street to 44th Street in the City of Joplin, Missouri. The Redevelopment Area contains approximately 83 acres. A general location map is provided below. It is described in Exhibit 1, including maps, of the Redevelopment Plan. The Study has been prepared by Gross & Associates. . An inspection of the Area was conducted on December 17, 2014 by Darrell Gross, the principal investigator.



YELLOW OUTLINED AREA IS A GENERAL DEPICTION OF THE LOCATION OF THE STUDY AREA

In accordance with the MoRS 99.810 of the Tax Increment Finance Act that No redevelopment plan shall be adopted by a municipality without findings that:

(1) The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met;

In accordance with the TIF Act, Section 99.810.1 a Redevelopment Plan must find or contain a Blighted Area, Conservation Area, and Economic Development Area are defined as follows in Section 99.805 of the TIF Act:

SECTION 99.805. As used in sections 99.800 to 99.865, unless the context clearly requires otherwise, the following terms shall mean: The numbering below is the same as used in the TIF Act Definitions.

(1) "Blighted area", an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use;

(3) "Conservation area", any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997;

(5) "Economic development area", any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

While the Governing Body of the City of Joplin, i.e. the City Council, certainly has the knowledge and ability to assess the conditions of the neighborhood within the proposed Redevelopment Area, and are aware of the conditions therein, this Study is intended to provide documentation of such conditions for the record of actions and steps the Council takes in considering the adoption of Tax Increment Financing within the proposed Redevelopment Area.

CURRENT PROPERTY OWNER-CURRENT USE AND PROPERTY INFORMATION

The ownership make-up of the study Area consist of 60.742 acres of residential classified property, which is primarily single-family homes. An estimated 6.67 acres is classified as agricultural, which are mostly vacant larger tracts of land. Within the study area only 7.153 acres is classified as commercial, and these are primarily converted single-family homes that front the highway. Also within the Redevelopment Area is an estimated 11.55 acres of tax exempt property, which is primarily a major elementary school, and the City has a police station in the area. As discussed in detail within the study there exist some vacant structures, abandoned buildings, and an apartment building that has numerous building codes. The average age on the structures within the study area is an estimated 59 years based on the age assigned by the County Assessor. Some new structures, primarily rental property has been constructed within the last two decades on the west side of Main Street. Limited new commercial growth has occurred along Main Street from I-44 to 32nd street, only a few conversions from residential use to commercial. Since the construction of I-44 the area has been in transition with limited success. The construction of the new Mercy Hospital is expected to improve the prospects for redeveloping the area. It is clear from the lack of redevelopment over the past fifty years since I-44 was constructed, which should have stimulated redevelopment of the area, since Main street leads to the downtown area.

In the process of the study the records of the codes violations of the apartment building has been obtain, and police reports. No significant records were available for other properties within the area, for few have changed hands in several years, and little new development has occurred. Following is a site development plan that was used to establish the study area. It is broken down into six-redevelopment area, which are shown in more detail following the site plan, with maps and property information on each parcel.

SITE DEVELOPMENT PLAN OF THE REDEVELOPMENT AREA

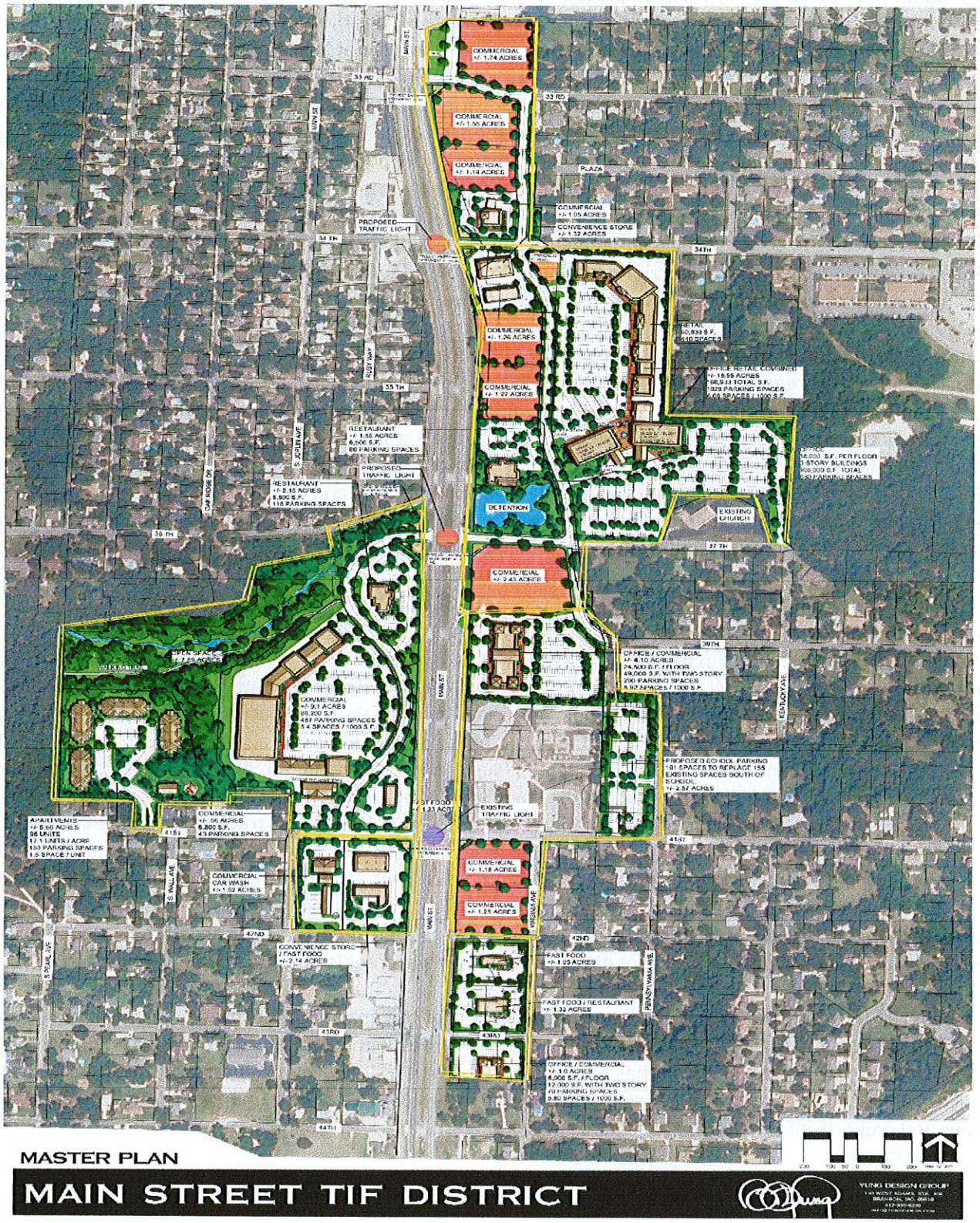
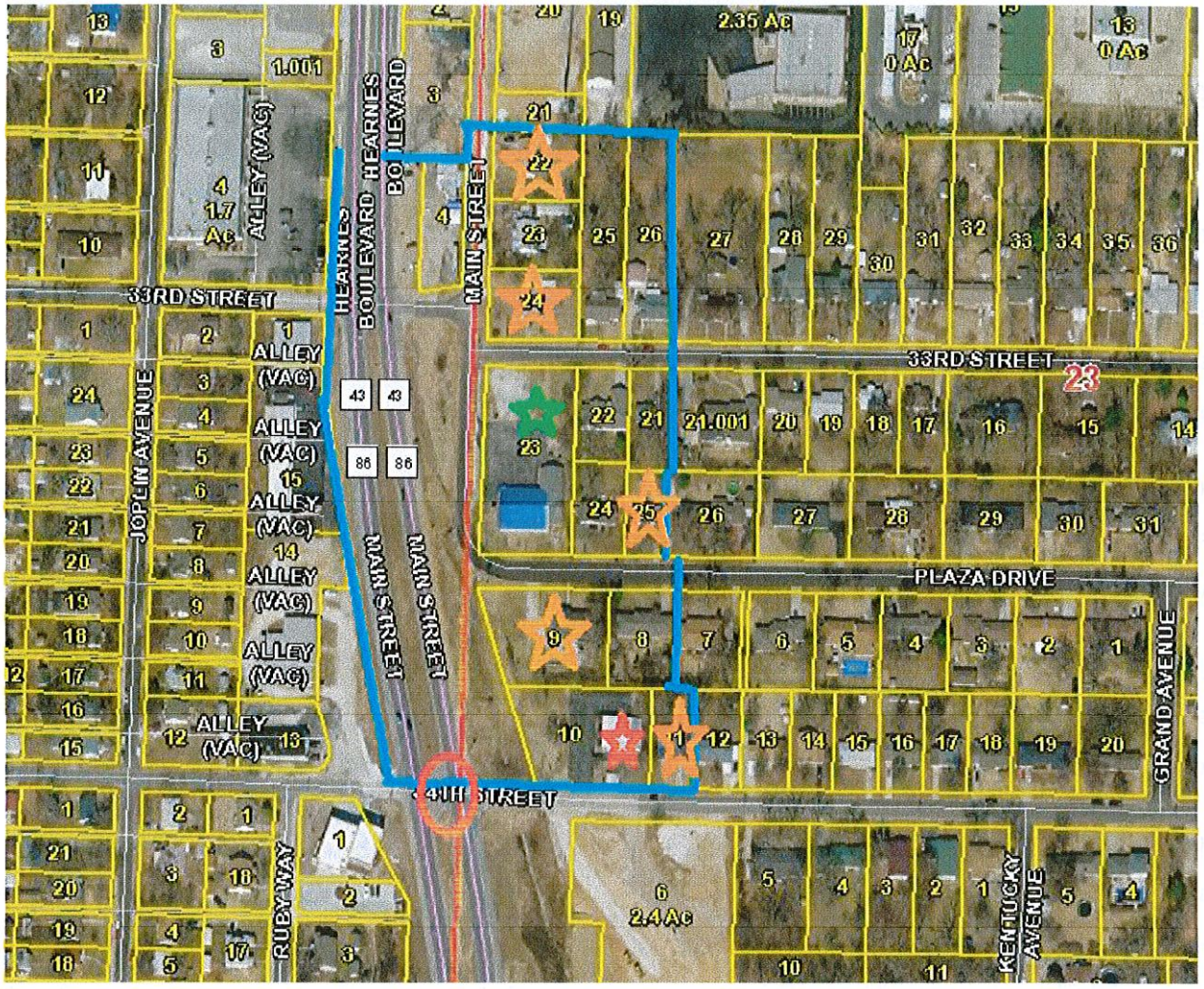


EXHIBIT 1-LEGAL DESCRIPTION & MAP OF REDEVELOPMENT AREAS (6 RPAs TOTAL)

REDEVELOPMENT PROJECT AREA 1



INDEX TO MAP

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RED CIRCLE: Proposed Traffic Light
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ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022001001004000	0.260	GOODSON, ROBERT & DONNA 3227 MAIN JOPLIN, MO 64804	$17,120	1945-RES
Address:				
Legal Description:		FREEMAN GROVE 1 & 6: LOTS 8-9-10 & 11 EX W 50'	BOOK PAGE	324 02670
056023002001022000	0.325	COLE, MICHAEL B. & DONNA I. 6895 Beef Branch Road Joplin, MO 64804	$6,790	1945-RES
Address:				

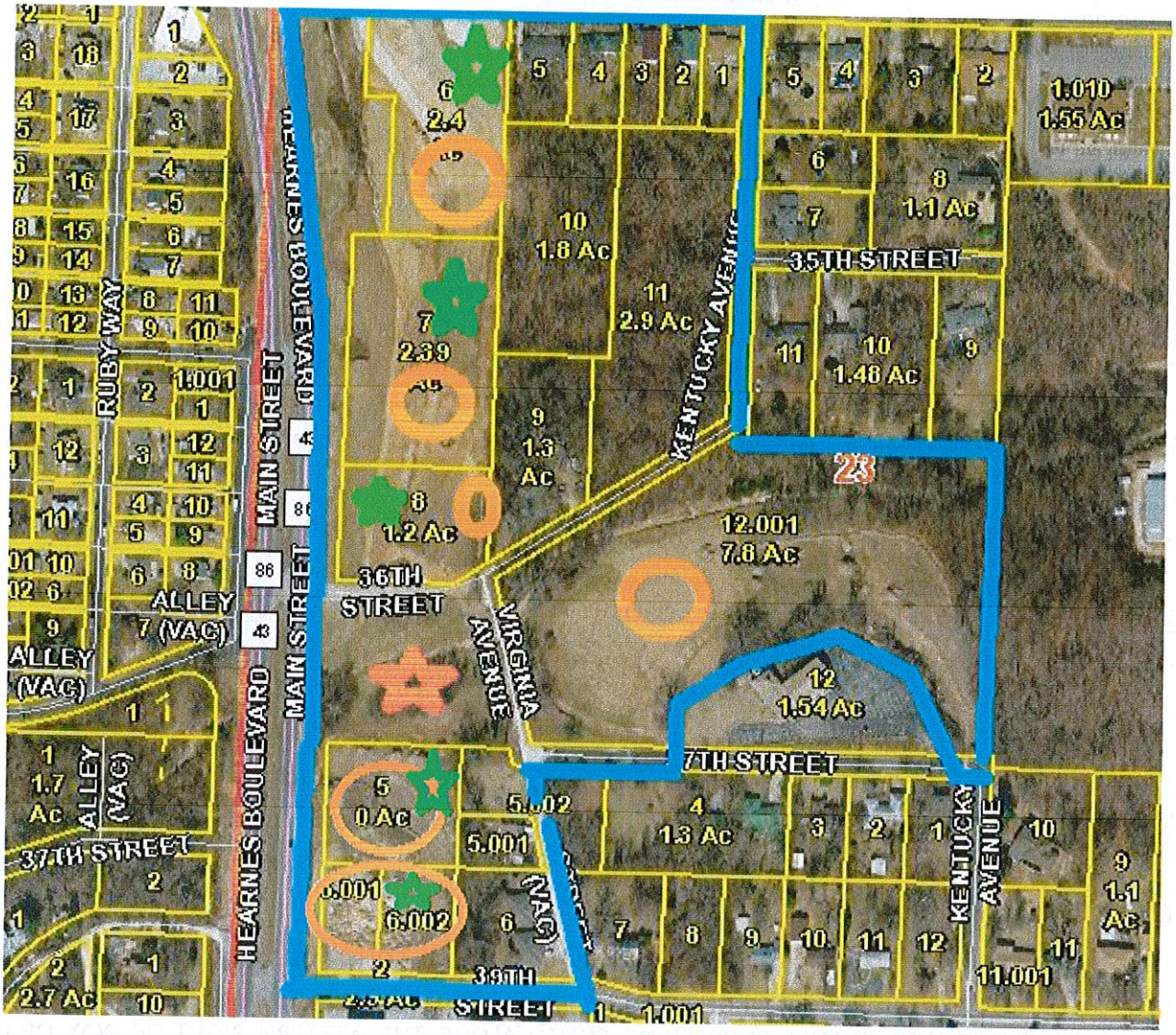
Legal Description:		COLLINS: N 102' LOT 10	BOOK PAGE	342 02769
056023002001023000	0.325	LEWIS, BERT G.	$9,540	1945-RES
Address:		3235 S MAIN JOPLIN, MO 64804		
Legal Description:		COLLINS: PT LOT 10 BEG 102' S NW COR E 139' S 102' W 139' N 102' TO POB	BOOK PAGE	354 01958
056023002001024000	0.326	LEGALLY BLONDE INVESTMENTS, LLC	$7,410	1945-RES
Address:		P. O. BOX 249 SAGINAW, MO 64864		
Legal Description:		COLLINS: S1/3 LOT 10	BOOK PAGE	0360 01057
056023002001025000	0.488	LOYD, KEVIN G.	$9,780	1945-RES
Address:		129 E. 33RD JOPLIN, MO 64804		
Legal Description:		COLLINS: W1/2 LOT 11	BOOK PAGE	353 08014
056023002001026000	0.489	O'DELL, DION P.	$10,370	1945-RES
Address:		133 E. 33RD JOPLIN, MO 64804		
Legal Description:		COLLINS: E1/2 LOT 11	BOOK PAGE	0359 1864
056023002002021000	0.234	JUDD, MARK A.	$4,670	??-RES
Address:		132 E. 33RD JOPLIN, MO 64804		
Legal Description:		COLLINS: E 59' OF N 150' LOT 20 & W 9' OF N 150' LOT 21	BOOK PAGE	350 09332
056023002002022000	0.253	DEWEESE, CRYSTAL R.	$17,590	1950-RES
Address:		120 E. 33RD JOPLIN, MO 64804		
Legal Description:		COLLINS: N 138' OF W 80' LOT 20	BOOK PAGE	356 04629
056023002002023000	0.882	HECKMASTER, STEVE & DIANA & STEVEN SMITH	$28,100	??-COM
Address:		2607 WISCONSIN AVENUE Joplin, MO 64804		
Legal Description:		COLLINS: LOT 19	BOOK PAGE	0360 03991
056023002002024000	0.253	DENNIS, JEFFREY SCOTT & D'ANN	$13,850	1956-RES
Address:		101 POINDEXTER PINEVILLE, MO 64856		
Legal Description:		COLLINS: W 80' LOT 20 EX N 138'	BOOK PAGE	0362 05661
056023002002025000	0.172	FISHER, LINDSEY	$11,140	??-RES
Address:		121 PLAZA DRIVE		

		JOPLIN, MO 64804		
Legal Description:		COLLINS: E 59' LOT 20 EX N 150' & EX S 30'	BOOK PAGE	0361 08484
056023002005008000	0.333	DOKE, LAVONNE LEEANNE	$16,600	1970-RES
Address:		P.O. BOX 1137 JOPLIN, MO 64802-1137		
Legal Description:		PARK PLAZA 1: LOT 3	BOOK PAGE	346 02905
056023002005009000	0.666	RUARK, DENNIS L. & MARY JANE	$36,420	1976-RES
Address:		3506 SILVER CREEK ROAD JOPLIN, MO 64804-5348		
Legal Description:		PARK PLAZA 1: LOTS 1 & 2	BOOK PAGE	300 01198
056023002005010000	0.563	JOPLIN CITY	$0	1971-EXEMPT
Address:		602 S. MAIN JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: LOT 22 EX E 32' & ALL LOTS 23 & 24	BOOK PAGE	358 01024
056023002005011000	0.220	GILSTRAP, DOROTHY J.	$9,750	1964-RES
Address:		9386 ELM DRIVE JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: W 33.7' LOT 21 & E 32' LOT 22	BOOK PAGE	0361 07849
			$199,130 Assessed Value	
TOTAL PROJECT 1	**5.789 Acres**			

STREET RIGHT OF WAY TO BE INCLUDED.

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF PARCEL # 056023002001024000, BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL, PROCEEDING DUE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD, THENCE PROCEEDING SOUTH ALONG THE WESTERN RIGHT OF WAY OF HEARNE'S BOULEVARD TO THE NORTHWEST CORNER OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD AND 34TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF MAIN STREET THAT LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL # 056023002002022000, THENCE PROCEEDING WEST TO THE WESTERN RIGHT OF WAY OF MAIN STREET. INCLUDES ALL OF THE RIGHT OF WAY OF MAIN STREET SOUTH OF THAT LINE TO A 90 DEGREE CURVE IN THE STREET AT TO THE POINT THE STREET BECOMES PLAZA DRIVE. ALSO INCLUDING THE RIGHT OF WAY OF PLAZA DRIVE BEGINNING AT THE SOUTHWEST CORNER OF PARCEL #056023002001026000, THENCE PROCEEDING SOUTH TO THE SOUTHERN RIGHT OF WAY OF PLAZA DRIVE. INCLUDES ALL OF PLAZA DRIVE FROM THAT POINT TO THE 90 DEGREE CURVE AT THE POINT WHERE THE STREET BECOMES MAIN STREET.

REDEVELOPMENT PROJECT AREA 2



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OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023002006001000	0.305	WOOD, WILLIAM K.	$13,430	1974-RES
Address:		326 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: LOT 26 EX W 140' & N 10'	BOOK PAGE	338 04078
056023002006002000	0.305	WILSON, PHYLLIS K.	$13,240	??-RES
ADDRESS:		318 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: E 70' OF W 140' LOT 26	BOOK PAGE	338 03974

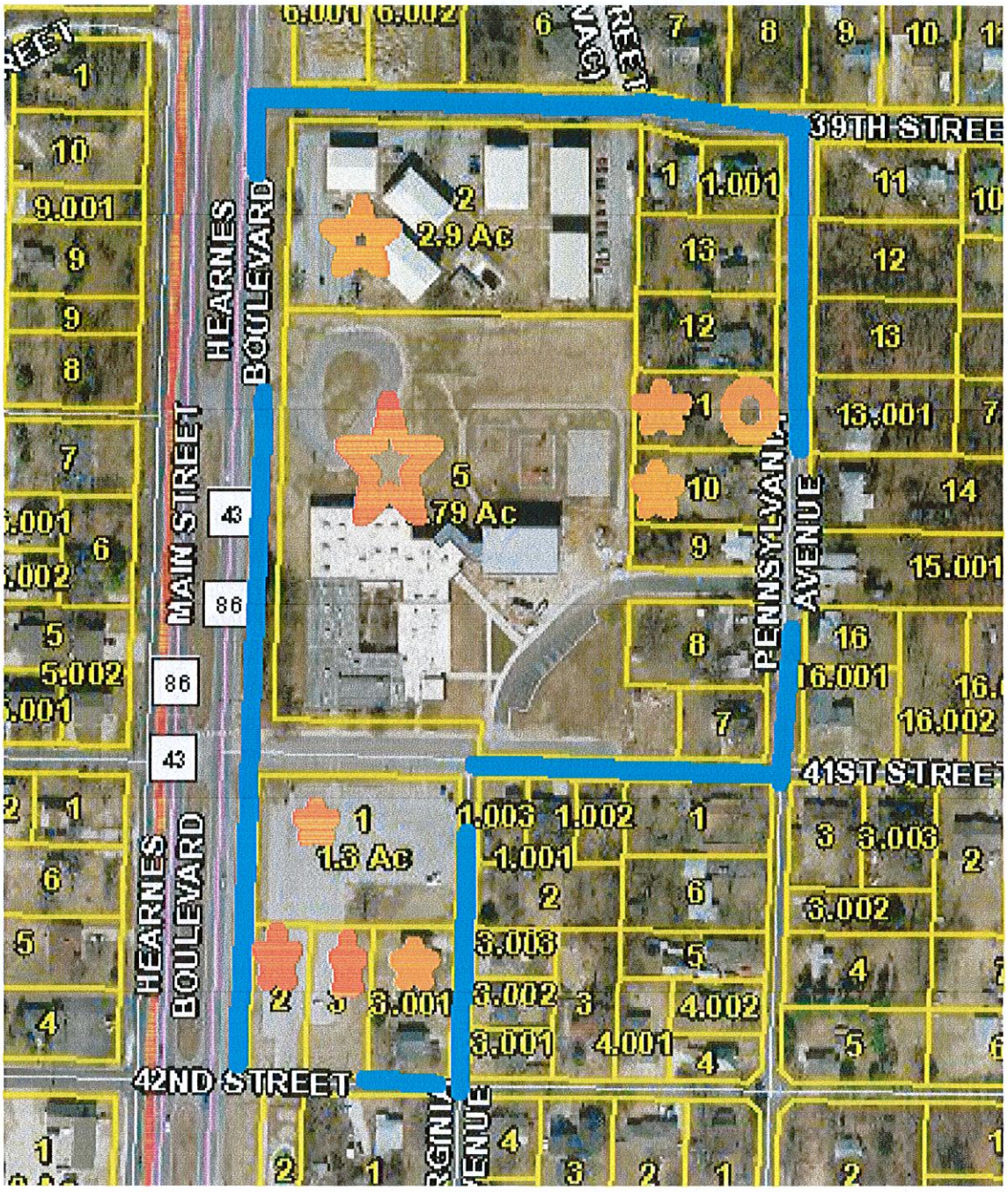
056023002006003000	0.305	CLAFLIN, JOHN	$13,530	??-RES
Address:		314 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: W 70' LOT 26 EX N 10'	BOOK PAGE	358 02558
056023002006004000	0.393	NASH, KENNETH W. & ARLENE	$16,300	??-RES
Address:		310 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: E 90' LOT 25	BOOK PAGE	291 00074
056023002006005000	0.480	ERMAN, ROBERT MICHAEL	$18,940	??-RES
Address:		302 E. 34TH JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: W 110' LOT 25	BOOK PAGE	0360 6257
056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
Legal Description:		MODOC ACRES: LOTS 6 & 7 EX N 10' & S 150' OF N 160' OF E 50' LOT 5	BOOK PAGE	0361 06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	BOOK PAGE	0361 07848
056023002007012001	7.800	RKS DEVELOPMENT	$9,840	Vacant-RES
		MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC		
Legal Description:			BOOK PAGE	0362 07379
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE	$5.890	Vacant-COM
Address:		202 E. 32ND JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	BOOK PAGE	0361 08862
056023002006009000	1.300	DOSS, CLYDE E. JR & ANNA	$10,570	1940-RES
Address:		3529 VIRGINIA JOPLIN, MO 64801		
Legal Description:		MODOC ACRES: LOT 20	BOOK PAGE	0181 0441
056023002006010000	1.800	LUNDSTRUM, BOB	$3,690	Vacant-AGR
Legal Description:		MODOC ACRES: W 200' LOTS 21-22-23 & 24	BOOK PAGE	0362 01710
056023002006011000	2.900	LUNDSTRUM, BOB	$4,790	Vacant-AGR
Legal Description:		MODOC ACRES: LOT 19 & E 210' LOTS 21-22 23 & 24	BOOK PAGE	245 00467
Address:		711 E. 33RD JOPLIN, MO 64804		

NO PARCEL #	1.500	Missouri Department of Transportation P.O. 868 Springfield, Mo 65801	$0	Vacant-EXEMPT
Address:		An estimated 1.5 Acres lying south of 36th Street, east of Virginia Avenue, west of main and north of Newton County Parcel # 056023003002005000 and 056023003002005001 in Section 23 Township 27 Range 33 of Newton County, except that part used for right of way for Main Street and 36th Street.		
Legal Description:			BOOK PAGE	NA
056023003002005000	1.110	RKS DEVELOPMENT, LLC PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	$5,850	Vacant-COM
Legal Description:			BOOK PAGE	0362 02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	$31,230	Vacant-COM
Legal Description:			BOOK PAGE	0362 02327
056023003002006002	0.548	RKS DEVELOPMENT, LLC W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB 202 E. 32ND JOPLIN, MO 64804	$2,770	Vacant-COM
Legal Description:			BOOK PAGE	0362 02327
Address:				
PT OF 056023003002005001	0.332	WHITE, KEITH V. BEG 517.15' E & S 14* E 122.08' NW COR NW1/4 SW1/4 S 14* E 92.55' W 169.90' N 90' E 146.17' TO POB & EASEMENT OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY LYING WEST OF VIRGINIA AVENUE.	$9,280	1940-RES
Legal Description			BOOK PAGE	0347 04478
056023003002005002	0.601	WHITE, KEITH V. & DEBBIE A. PT NW1/4 SW1/4 BEG 402.29' E OF NW COR E 253.84' S 208.71' W 253.84' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY. 3706 VIRGINIA AVENUE JOPLIN, MO 64804	$3,105	Vacant-RES
Legal Description:			BOOK PAGE	355 06307
Address:				
056023003002006000	0.843	RDE, LLC 817 MAIDEN LANE JOPLIN, MO 64801	$35,230	1993-RES
Address:				

Legal Description	PT NW1/4 SW1/4 BEG 208.71' S & 271.29' E NW COR SW1/4 W 183.71' E 329.83' N 183.71' W 329.83' TO POB EX W 129.83' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	0362 3730
TOTAL	**27.48**		**$377,095**

STREET RIGHT OF WAY TO BE INCLUDED IN RPA

RPA WILL INCLUDE THAT PART OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD SOUTH OF THIS LINE TO A LINE, WHICH BEGINS AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE PROCEEDING WESTERLY TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 34TH STREET BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY OF 34TH STREET. INCLUDES ALL OF THE RIGHT OF WAY OF 34TH STREET LYING EAST OF THIS LINE TO A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF KENTUCKY AVENUE AND 34TH STREET, THENCE NORTH TO THE NORTH RIGHT OF WAY LINE OF 34TH STREET. ALSO INCLUDES ALL OF KENTUCKY STREET LYING SOUTH OF 34TH STREET TO A POINT WHERE KENTUCKY CONNECTS WITH 36TH STREET. ALSO INCLUDES ALL OF 36TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A POINT WHERE 36TH STREET CONNECTS WITH KENTUCKY AVENUE. ALSO INCLUDES THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF WHERE IT CONNECTS WITH 36TH AND KENTUCKY STREET TO THE POINT IT CONNECTS WITH 37TH STREET. ALSO INCLUDING ALL OF 37TH STREET LYING EAST OF THE POINT IT CONNECTS WITH VIRGINIA AVENUE TO A POINT WHERE IT CONNECTS WITH KENTUCKY AVENUE.



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OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL NUMBER	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023003003002000	2.900	MARCULES, BART AUGUSTIN TRUST	$322,750	Apt-RES
Address:		988 E. CEMETERY ROAD GRANBY, MO 64844		

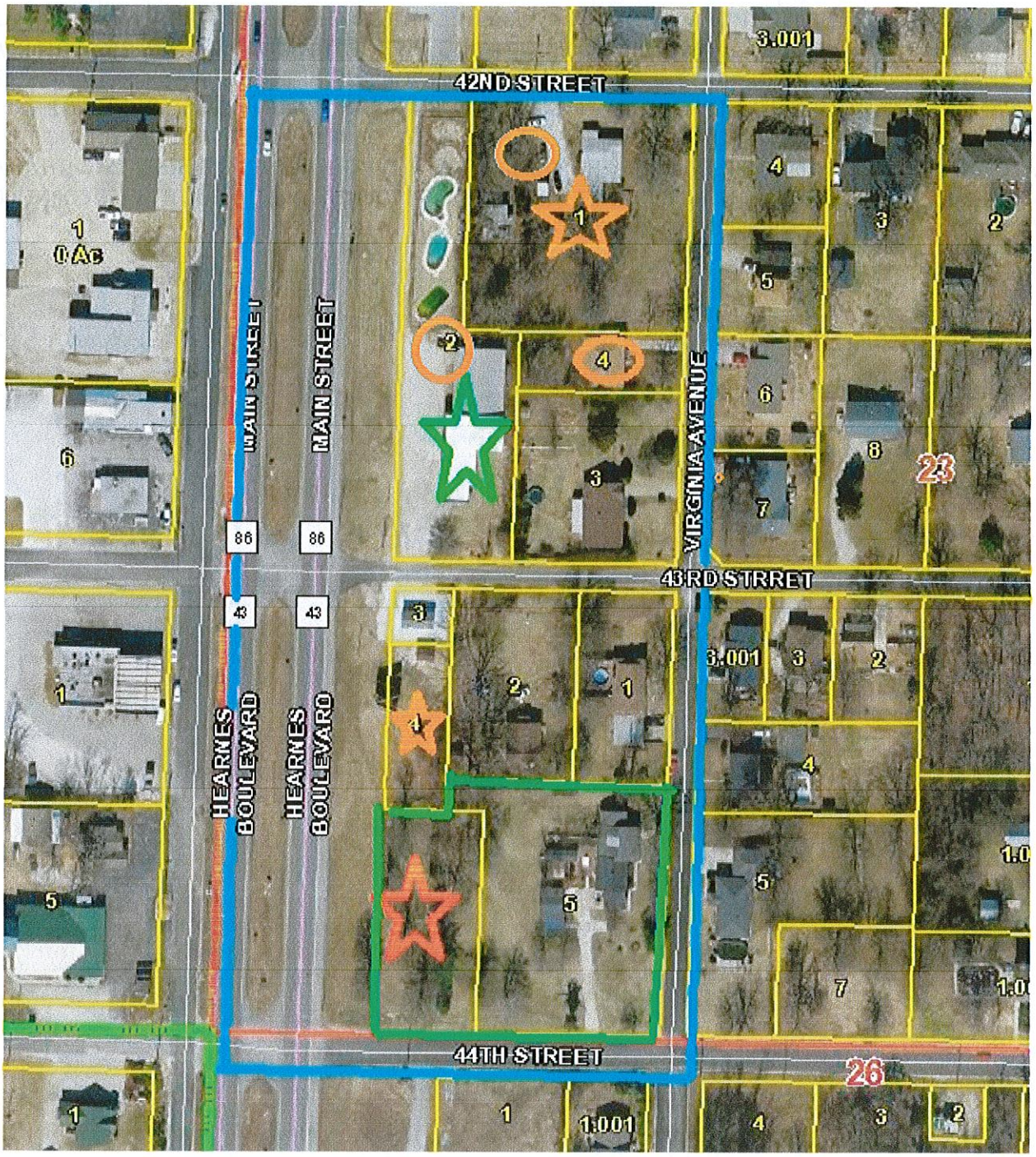
Legal Description:		PT NW1/4 SW1/4 BEG 170' E & 612.56' N SW COR N 257.20' E 486.13' S 257.20' W 486.13' TO P	BOOK PAGE	0362 05967
056023003003003000	0.600	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG 492.56' N & 170' E SW COR NW1/4 SW1/4 N 120' E 223' S 120' W 223' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 12512
056023003003004000	0.529	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG SW COR M-15 E 176.47' N 127.61' W 180' S 125.56' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 14889
056023003003004002	0.248	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-BEG 140' S & 180' E NW COR M-15 S 127.61' E 85' N 127.61' W 85' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	353 00708
056023003003005000	5.400	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-W 73.7' OF S 97' OF: BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 73.7' S 97' TO 15' N OF S LN W 73.7' TO POB & W 656.13' OF S 347' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	350 09703
056023003010001000	1.300	SCHOOL DISTRICT 42	$0	EXEMPT
Legal Description:		SCHOOL-LOTS 5 & 6 STAPLES & PABST 2 & BEG NE COR LOT 5 E 130' W 130' N 205' TO POB	BOOK PAGE	240 00566
056023003010002000	0.386	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-PT LOT 7 STAPLES & PABST 2	BOOK PAGE	324 02870
056023003010003000	0.416	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-LOT 8 EX E 114' STAPLES & PABSTS 2	BOOK PAGE	353 02365
Address:		P.O. BOX 128 JOPLIN, MO 64802		
056023003003012000	0.459	RAINEY, JANE E.	$6,690	1920-RES
Address:		3922 S. PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		JONES: LOT 23	BOOK PAGE	0361 03456
056023003003011000	0.462	RKS DEVELOPMENT, LLC	$2,240	Vacant-RES
Address:				
Legal Description:		JONES: LOT 24	BOOK PAGE	0359 05017
056023003003010000	0.441	CRUMBLISS, CAROLYN J.	$6,420	1920-RES
Address:		1913 W. 10TH ST. JOPLIN, MO 64801		

Legal Description:		PT NW1/4 SW1/4 BEG 656.13' E & 332.4' N SW COR N 100' E 190.6' S 100' W TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	349 03014
056023003003009000	0.261	HUNTER, LORI ANN	$6,640	1900-RES
Address:		318 E. 41ST JOPLIN, MO 64804		
Legal Description:		TR M-19 PT NW1/4 SW1/4 BEG 656.13' E & 228.4' N SW COR N 104' E 208.7' S 104' W 208.7' TO POB EX S 45' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 05812
056023003003008000	0.519	ALTMAN, JEFFREY L.	$9,280	1945-RES
Address:		4016 PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		TR M-18 PT NW1/4 SW1/4 BEG 656.13' E & 112' N SW COR N 116.5' E 208.7' S 116.5' W 208.7' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 04106
056023003003007000	0.267	SMITH, ELLA L.	$8,720	1942-RES
Address:		4030 PENNSYLVANIA AVENUE JOPLIN, MO 64804		
Legal Description:		PT M-17 BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 208.7' S 97' W 208.7' TO POB EX W 73.7' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	0360 04606
056023003010003001	0.537	LOCKE, MICHAEL K. & TANIA R.	$34,470	1996-RES
Address:		P.O. BOX 2004 JOPLIN, MO 64803-2004		
Legal Description:		GRIFFIN: LOTS 1-2 & 3	BOOK PAGE	345 01069
TOTALS	**14.73 ACRES**		**$397,210 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD WHICH LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF THIS LINE TO A LINE WHICH BEGINS AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD, THENCE EAST TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET WHICH LIES EAST OF THE POINT WHICH 39TH STREET CONNECTS WITH HEARNE'S BOULEVARD TO A LINE WHICH BEGINS AT THE NORTHEAST CORNER OF PARCEL #056023003003002000, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 39TH STREET. ALSO INCLUDES A VACATED STREET WHICH LIES EAST OF PARCELS #056023003002005001AND #056023003002006000, SOUTH OF 37TH STREET AND NORTH OF 39TH

STREET. ALSO INCLUDES THE RIGHT OF WAY OF PENNSYLVANIA LYING SOUTH OF 39TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDES THE RIGHT OF WAY OF 41ST STREET LYING EAST OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND PENNSYLVANIA, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET WHICH LIES EAST OF THE RIGHT OF WAY OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD AND AT A NORTH SOUTH LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND VIRGINIA AVENUE.



REDEVELOPMENT PROJECT AREA 4

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

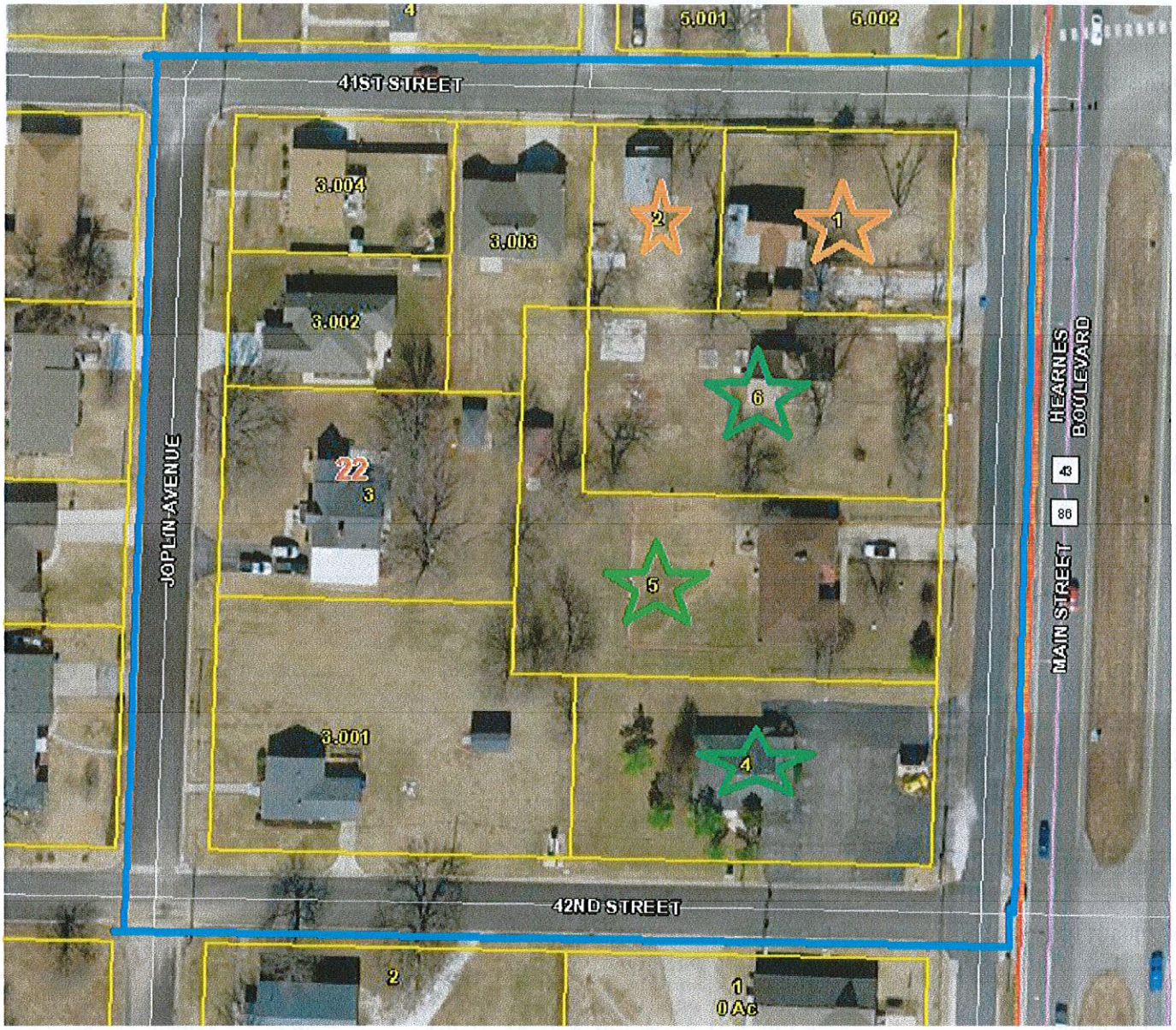
0560230030110010000	1.000	RKS Development, LLC.	$7,860-R	1936-RES
Address:		4029 MISSOURI JOPLIN, MO 64804		

Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	358 09788
056023003011002000	1.080	RKS DEVELOPMENT, LLC	$58,200-C	1986-COM
Address:				
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	328 02165
056023003011003000	0.520	SHEPHERD, SCOTT S.	$14.010-R	1945-RES
Address:		4230 VIRGINIA JOPLIN, MO 64804		
Legal Description:		Beginning at the SE Corner of Lot 20 of the Staples & Pabst 2 Subdivision, thence west 150', thence north 153.7, thence east 150', thence south 153.7 to POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	356 02415
056023003011004000	0.180	RKS DEVELOPMENT, LLC	$10,230-R	1967-RES
Address:		202 EAST 32ND JOPLIN, MO 64804		
Legal Description:		The east 150' and the north 53.7' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	362 04583
056023003016001000	0.350	KIENZLE, GARY L. & CARLENE	$16,700-R	1979-RES
Address:		4306 Virginia JOPLIN, MO 64804		
Legal Description:		The north 174' of Lot 29, except the west 115' of the north 174' of Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	314 00269
056023003016002000	0.200	BIBENS, HARRY A. & DEBORAH	$6,010-R	1945-RES
Address:		108 EAST 43RD JOPLIN, MO 64804		
Legal Description:		The WEST 115' OF THE NORTH 174' OF Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	301 00951
056023003016003000	0.070	GONZALEZ, OSCAR H. & LAURA	$670-R	Vacant-RES
Address:		4301 MAIN JOPLIN, MO 64804		
Legal Description:		North 50' of Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 00783
056023003016004000	0.210	PERRY MANAGEMENT, LP	$2,070-R	Vacant-RES
Address:		P.O. BOX 514 CARTHAGE, MO 64836		
Legal Description:		East 62' of THE SOUTH 150' OF Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 06683

		$115,750
	3.610	**ASSESSED**
TOTALS	**ACRES**	**VALUE**

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND HEARNE'S BOULEVARD THENCE WESTWARD TO THE SOUTHWEST CORNER OF 41ST STREET AND HEARNE'S BOULEVARD, ALL OF THE RIGHT OF WAY LYING SOUTH TO A LINE WHICH BEGINS AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD, THENCE PROCEEDING EASTERLY TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING ALL OF THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 42ND STREET AND NORTH OF 43TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF 43RD STREET LYING EAST OF HEARNE'S BOULEVARD AND WEST OF VIRGINIA AVENUE. ALSO INCLUDING THE RIGHT OF WAY OF 43TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 44TH STREET, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 43TH STREET.



REDEVELOPMENT PROJECT AREA 5

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

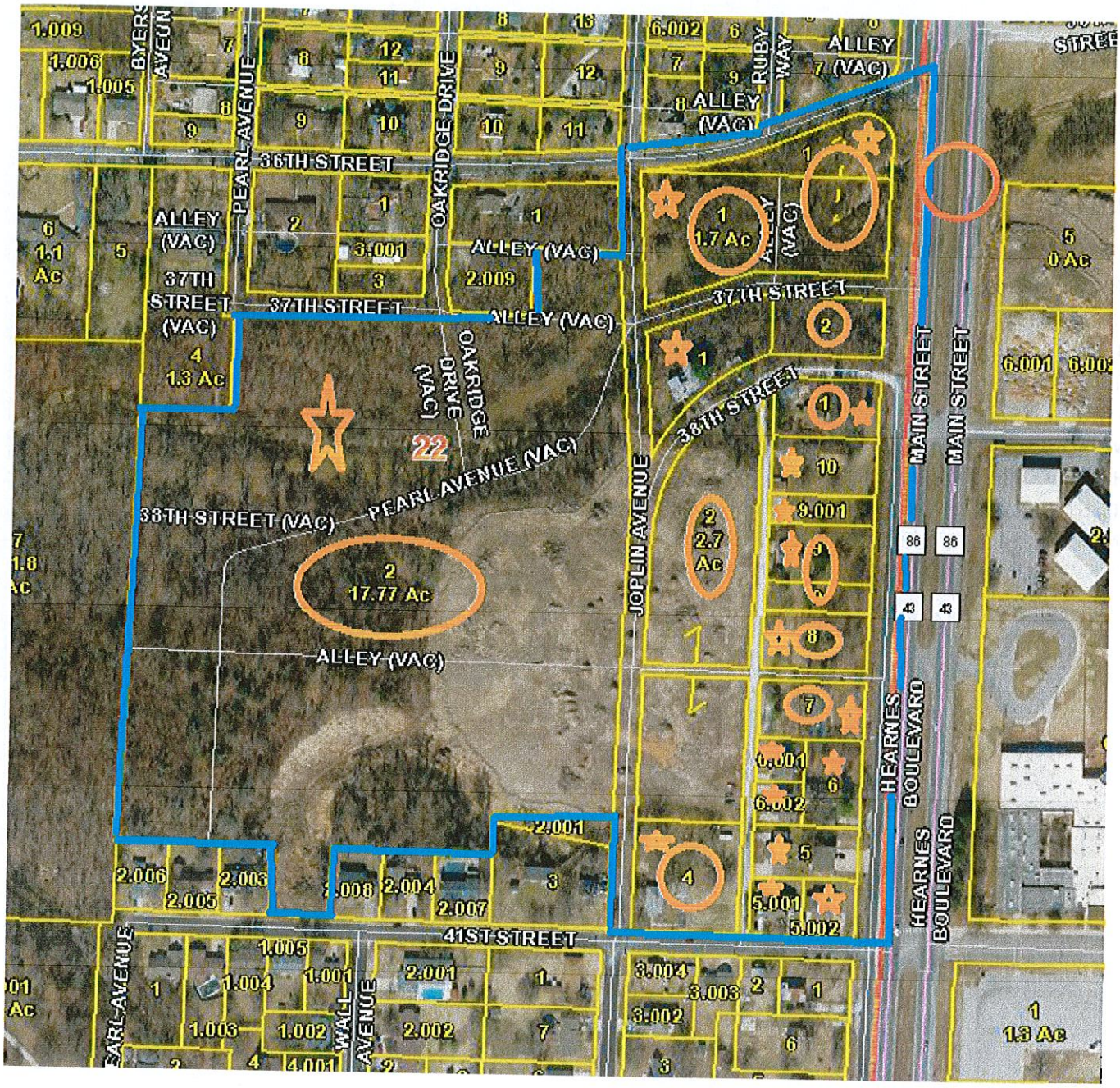
PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004011001000	0.280	OX, L.L.C.	$6,750	1902-RES
Address:		1505-A W. 10TH JOPLIN, MO 64801		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 1 EX W 70'	BOOK 0360 PAGE 07635	
055022004011002000	0.157	LUCAS, DAVID E.	$6,290	1920-RES

Address:		% HARLAN DAVID SMITH- TS2013 STELLA, MO 64867		
Legal Description:		STAPLES & PABST 1: W 70' N1/2 LOT 1	BOOK PAGE	356 03047
055022004011003000	0.413	SOOTER, KEVIN	$13,040	1930-RES
Address:		4115 JOPLIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: PT LOTS 2 & 11 BEG NW COR LOT 2 S 143.61' E 161.22' N 46.37' E 34.03' N 97.62' W 195' TO POB	BOOK PAGE	356 05572
055022004011003001	0.604	GARRISON, GEORGE O. & BARBARA	$9,820	1951-RES
Address:		4145 JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABSTS: BEG SW COR LOT 11 N ALG W LOT LN 134.88' E 161' S 37.38' E 34' S 97.50' W 195' TO POB	BOOK PAGE	352 08017
055022004011003002	0.198	REYNOLDS, BONNIE	$19,820	Vacant-RES
Address:		4107 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST: PT LOT 2 BEG NW COR E 195' S 97.22' W 34.03' S 46.37' W 161.22' N 143.61' TO POB EX BEG 120' E OF NW COR E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB ETC.	BOOK PAGE	0360 4170
055022004011003003	0.247	HEISLER, DORIS	$17,670	2008-RES
Address:		118 W. 41ST JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST BEG NW COR LOT 2 E 1200' TO POB E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB	BOOK PAGE	358 02178
055022004011003004	0.198	STERNES, ELIZABETH A.	$5,980	1951-RES
Address:		4105 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST'S: BEG NW COR LOT 2 E 120' S 71.81' W 120' N 71.81' TO POB	BOOK PAGE	360 3905
055022004011004000	0.436	VOLK, RICHARD E. & DIANE M.	$26,210	1972-COM
Address:		4130 HEARNE'S BLVD. JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 12	BOOK PAGE	343 06795
055022004011005000	0.513	BOTTOROFF, JERRY R. & JUDITH ANN	$13,250	1965-COM
Address:		4118 S. MAIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 12 & E 34' OF N 97.5' LOT 11 & E 34' OF S 97.5' LOT 2	BOOK PAGE	283 00228
055022004011006000	0.436	WILLIAMS, DAVID S.	$9,310	1900-COM
Address:		4601 HICKORY LANE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 1	BOOK PAGE	0360 4973

		$128,140 ASSESSED VALUE
TOTALS	**3.482 ACRES**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF 41ST STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHWEST CORNER OF THE POINT WHERE 41ST STREET CONNECTS WITH JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 42ND STREET. ALSO WILL INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE. ALL OF THE RIGHT OF WAY SOUTH OF SAID LINE TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF 42ND STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE.



REDEVELOPMENT PROJECT AREA 6

BLUE LINES: Outer Boundary of RPA
GREEN STAR: Commercial Property
RED CIRCLE: Proposed Traffic Light
RED STAR: Tax Exempt Property
ORANGE STAR: Rental or Vacant Property
ORANGE CIRCLE: Property belonging to Developer

OWNERSHIP, LEGALS, ASSESSED VALUE, AGE OF PROPERTY DETAILS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004003005002	0.203	WOLTJER, DONALD D.	$21,350	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SE COR LOT 508 W 92.47' N 96.41' E 92.43' S 95.73' TO POB	BOOK PAGE	355 04569

055022004003005001	0.206	WOLTJER, DONALD D.	$22,680	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SW COR LOT 508 N 97.10' E 92.43' S 96.41' W 92.47' TO POB	BOOK PAGE	355 04569
055022004003005000	0.381	WOLTJER, DONALD D.	$44,370	1993-RES
Legal Description:		FREEMAN GROVE 5 (UNRECORDED) BEG NE COR LOT 495 S 89.73' W 184.87' N 91.09' E 184.82' TO POB	BOOK PAGE	355 04569
Address:		PO BOX 20 NEOSHO, MO 64850		
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	285 00399
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04585
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK PAGE	0362 04585
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK PAGE	0362 04585
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK PAGE	0362 04582
055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-	BOOK	0362

		426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	PAGE	04582
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04582
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003006000	0.344	RENT JOPLIN.COM LLC	$9,310	1929-RES
Address:		530 S. VIRGINIA JOPLIN, MO 64801		
Legal Description:		PT NE1/4 SE1/4 LOTS 474-483 & 484 EX W 85' FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	354 06256
055022004003006001	0.146	LANDIS, ROBERT C. & BARBARA R.	$24,340	1952-RES
Address:		2820 IRON GATES ROAD JOPLIN, MO 64804		
Legal Description:		WITMERS 1: PT LOT 4 BEG 115' W NE COR W 80' S 135' E 80' N 135' TO POB	BOOK PAGE	0359 2434
055022004003006002	0.146	CARDEN, MAX & INA	$21,300	1992-RES
Address:		1615 W. ASH ROGERS, AR 72758		
Legal Description:		FREEMAN GROVE 5: W 85' LOT 484 & W 85' S1/2 LOT 483	BOOK PAGE	355 01690
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
TOTALS	**28.577 ACRES**		**$219,780 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO WILL INCLUDE THE RIGHT OF WAY OF 37TH AND 38TH STREET LYING WEST OF HEARNE'S BOULEVARD AND EAST OF JOPLIN AVENUE. ALSO INCLUDES ANY PORTION OF 38TH STREET WHICH HAS BEEN VACATED. ALSO INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET LYING WEST OF HEARNE'S BOULEVARD AND NORTH OF 41ST STREET. ALSO INCLUDES ALL ALLEYS WITHIN THE RPA SHOWN ON THE ABOVE MAP, VACATED OR OTHERWISE. ALSO INCLUDES THE VACATED PORTIONS OF PEARL AVENUE AND OAKRIDGE AVENUE SHOWN ON THE ABOVE MAP.

TOTAL ACRES ALL RPAs 83.67 TOTAL ASSESSED VALUE ALL RPAs $1,437,105

NOTICE & DISCLAIMER: The assessed values listed in this exhibit, and part of the Redevelopment Plan, are listing of the assessed values as best known at the time the Redevelopment Plan was drafted. In accordance with the Missouri Revised Statutes 99.855, the county assessor shall certify the assessed value of the Redevelopment Area, after adoption the Plan, and the imposing of Tax Increment Financing within the Redevelopment Area. Any values listed prior to the certification by the County Assessor, is an estimate only.

CURRENT CONDITIONS

LAND USE & TRANSPORTATION

The City of Joplin, Missouri had a population of an estimated 49,526 in 2012, as estimated by the State Demographer. The population growth since the 2000 census is estimated at 8.8%. The median household income was $35,884 in 2012, compared to the State average of $45,321, and the per-capita income was $22,671. The City has experienced one of the worst natural disasters in US history in 2011, when an F-5 tornado ripped through the City causing an estimated 2.8 billion in damage and taking the lives of 161 people. The tornado has thrust the City into a redevelopment mode to reconstruct existing businesses, homes, and to further foster new development to replace businesses, jobs, homes, and tax base that was lost due to the storm, while continuing to further the pre-tornado reputation of Joplin as a growing community. The general area proposed for the Redevelopment Area has been an area in "transition" for the past several years. Prior to the construction of I-44, the Area was a residential area, with many homes constructed just after the turn of the century. With the increased traffic from I-44, some businesses developed along the frontage of Hearne's Boulevard, also called Main Street, and State Highway 43. Most all of the commercial development occurred by converting existing residential buildings to commercial use. None of the businesses along the section of Main Street from I-44 to 32nd Street have become or were major or destination type businesses. No major commercial development has occurred within the Area in the past several decades. While outside the proposed Redevelopment Area, it is worthy to mention the conversion of the corner of 32nd Street and Main at the Southeast corner. A new CVS Pharmacy was developed there in 2014. It needs to be noted that while CVS located there to benefit being close to the new Mercy Hospital and capturing the traffic off Main Street, but also the traffic on 32nd Street, which is a major east-west artery within the City. Traffic count averages 17,500 cars per day, depending where a count is taken. The area is located just north of I-44, a major national interstate, which was constructed in the 1950s that has a current traffic count of 30,627 just prior to the exit point on the Interstate onto Main Street from the East. The Count on Main Street just after the exit point from I-44 is 15,532, it then escalates at the 41st traffic light and the Elementary School to 22,839, which would factor in the localized traffic created by the School. The traffic count at the 32nd Street intersection with Main and 32nd Street is 18,244. All traffic count numbers were obtained from the Missouri Department of Transportation 2013 Traffic Volume Maps. These numbers demonstrate that Main Street is a major conduit of traffic from I-44 to other points within the City.

MAJOR DEVELOPMENT THAT MAY OR SHOULD IMPACT THE AREA

A Major development has recently occurred, or in the process of occurring, which is the relocation of the Mercy Hospital campus to just south of the intersection of I-44 and Main Street. The new campus will open in the spring of 2015. The facility will be an estimated 600,000 square feet, which is four times the size of their old facility, which was destroyed by the 2011 tornado. The facility will employ an estimated 1,500 people. The development will have a major impact upon the area, changing traffic patterns and influencing new development. The patients, and family, combined with the employees,

which will traverse to and from the facility will have an impact on retail patterns, both within the neighborhood, and the region. It is anticipated that the facility will attract people from the entire four state region, due to the advanced medical services to be provided. While it is easy to surmise that the entire Redevelopment Area will burst with new retail development due to its geographic close proximity to the new Mercy Hospital, and the projected new traffic which may traverse along Main Street to gain access to the Hospital from the north. There is no question in that there will be increased traffic, and most likely increased demand for services and goods as a result of the opening of the Hospital, however such demand may, or may not, develop within the proposed Redevelopment Area. The employees, patients, and family members will have the free choice of obtaining goods and services outside the proposed Redevelopment Area. Prospective retailers would, or will, most likely prefer to be as close and convenient as possible to the Hospital in order to capture the business generated by the Hospital, however they cannot pay in excess of the financial return of their business for the property and the development of the property. There are, or will be "greenfield choices" available to prospective retailers and developers. Greenfield Developments are defined as new developments, whereby all infrastructure is in place, no demolition or mitigation cost. The proposed Redevelopment Area is currently not a Greenfield Development, due to the need to upgrade infrastructure and demolition of existing structures.

IMPROPER PLATTING AND SUBDIVISION OF AREA

The Area is primarily a neighborhood residential area, however, over the past 20 years or so the area has been in transition with several businesses acquiring property fronting Main Street and converting the residential properties to commercial. Most of the conversions acquiring residential properties and simply changing the use to commercial without major renovations, and not having to comply with building codes in years past that are mandatory today. Since the conversions of most of these businesses, the size of retail properties, design, and building codes have changed substantially. Today the average size lot for a standalone retail store is an estimated 1.5 acres, or an estimated 65.340 square feet. Most buildings are of masonry construction and vary in size from 1,500 to 7,500 square feet, depending on the use. The current building codes also requires that all commercial properties that are open to the general public to be in compliant with the handicap access requirements, and many other safety compliant conditions. Most historic residential conversions to commercial that were converted in years past would not comply with current market or regulatory conditions for commercial use. Additionally, most of the lots were, or are, very small in size. Within the proposed Redevelopment Area there Are 101 total parcels, with a total of 4,418,091 square feet. Two of the 101 parcels contain 21.8 acres, or 949,658 square feet, and two of the smallest parcels combined have 9,424 square feet. If the four parcels described are removed from the total 4,418,091 square feet in order to remove the largest and the smallest parcels in order to reflect a reasonable average parcel size, the average parcel size would be 35,659 square feet, or 0.81 Acres, far from what would be needed for current day commercial properties. If just the frontage along Main Street were considered, then the actual average size would be less than ½ acre, removing property, such as the School property from the total. Within the proposed Redevelopment Area the average age of the residential and commercial structures is 59 years. The total assessed value is $1,460,635 and the appraised value according to the Newton County Assessor is $6,997,699. The proposed Redevelopment Area has a total of 60.742 acres of residential classified property by the Newton County Assessor, 6.67 acres of agricultural property, 11.55 acres that are tax-exempt, both publicly owned, and religious. The is currently only 7.153 acres of commercial property compromising only $351,000 of assessed value or $1,138,945 of appraised value, or 16.3% of the total current value of the proposed Redevelopment Area. When considering locating and or expanding a business prudent business operations use a Return on Assets and or Sales to Capital Employed Ratio when evaluating a business investment. These common ratios are defined as follows.

Return on assets (ROA) is a financial ratio that shows the percentage of profit that a company earns in relation to its overall resources (total assets). Return on assets is a key profitability ratio which measures the amount of profit made by a company per dollar of its assets. It shows the company's ability to generate profits before leverage, rather than by using leverage. Unlike other profitability ratios, such as return on equity (ROE), ROA measurements include all of a company's assets – including those which arise from liabilities to creditors as well as those which arise from contributions by investors. So, ROA gives an idea as to how efficiently management use company assets to generate profit, but is usually of less interest to shareholders than some other financial ratios such as ROE. Return on assets gives an indication of the capital intensity of the company, which will depend on the industry. Capital-intensive industries (such as railroads and thermal power plant) will yield a low return on assets, since they must possess such valuable assets to do business. Shoestring operations (such as software companies and personal services firms) will have a high ROA: their required assets are minimal. The number will vary widely across different industries. This is why, when using ROA as a comparative measure, it is best to compare it against a company's previous ROA figures or the ROA of a similar company.

Calculation (formula)

Return on assets is calculated by dividing a company's **net income** (usually annual **income)** by its total assets, and is displayed as a percentage. There are two acceptable ways to calculate return on assets: using total assets on the *exact date* or *average* total assets: ROA = Net Income after tax / Total assets (or Average Total assets)

Sales to Capital Employed Ratio Definition: Sales to Capital Employed Ratio is used to measure the firm's ability to generate sales revenue by utilizing its assets. A higher ratio is preferable to lower one (retail companies such as supermarkets tend to have higher ratios).

Formula:

Sales to Capital Employed Ratio = (Sales / Capital Employed) * 100%

In summary these common sense terms demonstrate that a business cannot pay or invest more in a facility than the facility can generate in adequate profit to return the funds invested, plus a reasonable profit. When evaluating a location a developer, or business, must factor in all cost and compare such cost with other choices in the market. Unless the Area undergoes a planned Redevelopment, the Area is most likely to remain the same due to the development challenges facing individual businesses and developers. Consider the fact that most businesses will need an estimated 1.5 acres or a minimum of 65,000 square feet of land to construct a new standalone facility. Considering that the average size of existing lots fronting Main Street is only an average of 30,000-38,000 square feet, (Please see the RPA maps, which show the Assessor's map for the Area end the size of each parcel), and the parcels will most likely have aged residential structures upon the site, (See the age listing in the RPA property information). The prospective business will have to be able to acquire a minimum of two lots which are adjoining in order to have a large enough lot. The property will need to be rezoned; the residential structures will need to be demolished, or removed. Most likely existing sewer, water and electric lines will need to be relocated and or upgraded. All of these factors add cost to the location. The purchase price of the parcels is a major factor. Whenever a neighborhood is in transition property owners seem to get a perceived idea of value of their property which exceeds the market. Combining the cost of property with all other cost and complications, it would be an easy choice for developers/businesses to look for other Greenfield sites within the City to locate. While the City may be able to capture a new business that selects a Greenfield site within the City, the condition of the Main Street Area remain the same and not redevelop. Unless new planned development, and new public improvements are made within the proposed Redevelopment Area the adjoining residential neighborhoods will suffer and the deteriorating conditions along the frontage of Main Street will continue to deteriorate, and the tax base will decline. The current average appraised value per square foot in the proposed Redevelopment Are is $1.67 per square foot.

Some of the conditions within the Redevelopment Area which must be corrected before any significant Redevelopment will occur is listed and defined below:

VACANT AND DETERIORATING STRUCTURES: Within the Redevelopment area there are an estimated 70-80 structures, ranging from single family structures with outbuildings, commercial structures, mostly converted residential structures, and some public use structures, such as school buildings and a police sub-station. There is a major apartment complex, and several smaller multi-family structures. The average age is 59 years for the structures, based on an average of the year of construction assigned by the County Assessor. Several structures are vacant and in bad condition. Most all are In RPA 6, (See Map), along 37th Street and fronting Main that are vacant, abandoned, and in poor repair. The total number of single-family homes that are vacant is four. In addition to the single family homes the apartment building known as Village Oaks Apartments, located adjoining the Stapleton Elementary School at 41st & Main. The apartment complex has an estimated 64,000 total square feet of buildings, with 64 total units, however it is estimated that over 50% of the units are vacant. It is clear by observing the outside of apartment building, that aside from imposing a visual eyesore in the Area, it is also imposing a safety issue at a minimum and likely a health issue in addition. The proposed Developer, RKS Development, LLC, purchased a parcel within the Redevelopment Area, known as the Capri Motel, and demolished and removed the old motel property. It was not vacant, but was being used as a hotel/motel where rooms were rented by the week or month. The structure and improvements were in very poor shape. The facility had a local reputation for excessive police calls for various disturbances and crimes. Following is a summary of the past five years of police reports just to the apartment property, which is next door to the Elementary School. In addition, copies of the Fire Marshal Reports on code violations on the apartment buildings are herein provide.

POLICE REPORTS/CALLS TO THE VILLAGE OAKS APARTMENTS AT 3901 SOUTH HEARNE'S BOULEVARD: From 2009 through July of 2014 a total of 135 police/911 calls were received by the Joplin Police Department Dispatcher. Copies of the police calls were obtained and tabulated to determine the crime impact the apartment complex had on the neighborhood. Of the 135 calls, 23 were for theft related activities, 56 were for disturbances of various type, including property damage, 20 were for excessive noise created by other tenants, 13 were for drug and alcohol issues, 23 were for domestic issues, and sex related issues, such as rape, and 23. The peak number of calls came from years 2010, which

had 74 in one year. The calls have tapered off, but so has the occupancy of the complex. It is currently estimated that 50% of the complex is vacant.

FIRE MARSHAL INSPECTIONS OF THE VILLAGE OAK APARTMENTS AT 3901 SOUTH HEARNE'S BOULEVARD: Copies were obtained from the Joplin Fire Marshal of inspection and violation reports of inspections by the Fire Marshal conducted in September of 2013. The violations were issued in June of 2014. Copies of the violation notice is attached below. Violations consist of lack of emergency lighting, building lacking interior and exterior finish, lacking fire extinguishers, smoke detectors, electrical issues, and improper use of units as storage. The complex had 16 separate code violations, with 26 total violations in all.

CITY OF JOPLIN MISSOURI

JOPLIN FIRE RESCUE EMS

FIRE MARSHAL
Dale Brooks
Joplin Fire Department
303 E Third Street
Joplin, Missouri 64801
Phone: 417-674-0820 ext 307
Fax: 417-625-4709

Joplin Violation Notice

Wednesday June 4, 2014

VILLAGE OAKS APARTMENTS
3901 S HEARNES BLVD
Joplin, MO 64804

An inspection of your facility on Thursday September 12,... revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on .

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code	Article	Division	Page	Count
12.111. Exit Signs needed or missing		I	88	1
Building E Emergency light is out Exit Sign is out Building D Exit light is out Exit Sign is out Building C Exit Light is out Exit Sign is out Building B No Exit lights or Signs Building A Exit sign is out Emergency light is out				
12.111. Exit Signs needed or missing		I	88	1
12.110. Exit Illumination/ exit signs not illuminated		I	88	1
12.110. Exit Illumination/ exit signs not illuminated		I	88	1

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CITY OF JOPLIN MISSOURI

JOPLIN FIRE EMS RESCUE

FIRE MARSHAL
Dale Brooks
Joplin Fire Department
303 E Third Street
Joplin, Missouri 64801
Phone: 417-624-0820 ext 307
Fax: 417-625-4709

Joplin Violation Notice

Wednesday June 4, 2014

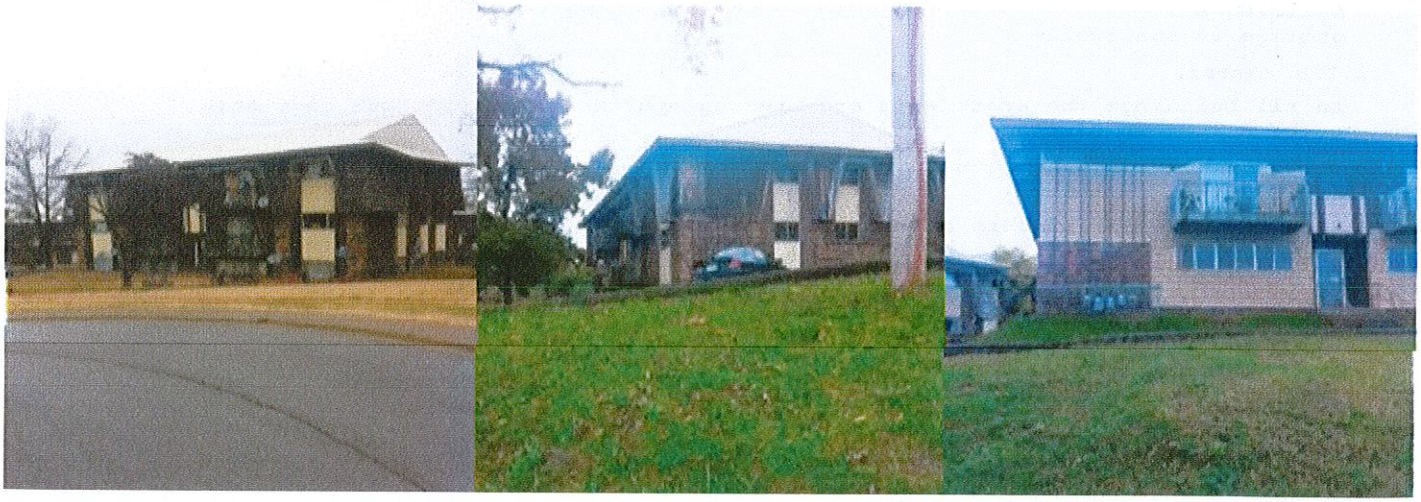
VILLAGE OAKS APARTMENTS
3901 S HEARNES BLVD
Joplin, MO 64804

10.603. Interior Wall and Ceiling Finishes	VI	74	1
Building E wall fire barrier is not intact in laundry room Building B wall fire barrier is not intact in laundry room Building C Drywall/Fire Barrier not intact 2nd and 3rd floors			
10.603. Interior Wall and Ceiling Finishes	VI	74	1
12.106. Emergency lighting missing or not working	I	86	1
Building E outside door entering into building is missing Building A outside door entering into building is missing			
12.108. Exit Corridors	I	88	1
Building D Storage in stairwells Building B Storage in stairwells			
12.201. General	II	89	1
in all buildings the apartments are missing apartment numbers. per code have to be 3 inch in size.			
10.301. Premises Identification	III	62	1
Building D Missing apartment numbers on outside of building			
10.201. General	II	61	1
All building have open eves and missing siding on outside of building			

PHOTOS OF VACANT BUILDINGS, BUILDINGS IN BAD REPAIR, AND DETREATING SITE CONDITIONS



PHOTOS OF APARTMENT COMPLEX CONDITIONS



The presence of vacant buildings certainly places a blighted condition upon an Area according to a study and report by the National Vacant Properties Campaign, The study found that "The costs imposed by a single vacant building are not contained. If left alone, that building can trigger a costly spiral of blight. With each arson or lot filling up with garbage comes further incentive for the remaining residents and businesses to flee. To stem these problems it is important for municipalities to address the issue early. In Renewing the Urban Landscape: The Dilemma of Vacant Housing, the authors describe the issue of vacant and abandoned property as a self-feeding problem. "In blighted neighborhoods that adjoin abandoned ones, existing homeowners face stagnating or declining property values. Unscrupulous real estate agents play on these fears by inducing existing residents to sell cheaply in order to maximize profits at the expense of incoming families. Although this property is still generating revenues for the city, the combination of high resale prices and high tax rates discourage maintenance of such structures. In this way, communities in transition start to look shabby and run-down. Businesses see their profits dwindle and are unlikely to remain in such locales."43 Part of the reason abandonment becomes contagious is that "it makes it harder for people to sell their homes or because it leads banks to lower appraisals or deny loans entirely on blocks with abandoned properties."44

The Report proceeds further and provides and evaluation of the impact upon the City and property owners, a reprint of that segment of the report is reprinted below:

Vacant Properties

The True Costs to Communities

Costs of Municipal Services

Vacant properties have been neglected by their owners, leaving it up to city governments to keep them from becoming crime magnets, fire hazards, or dumping grounds. In some communities, attending to vacant and abandoned properties can overwhelm city resources. The police and fire departments bear the brunt of the responsibility, along with building inspection and code enforcement units. But most municipalities have staff from several departments addressing the care of vacant properties: legal offices, public works, housing, and real estate services all deal with vacant properties. In Philadelphia, at least fifteen public agencies, not including the police and fire departments, have a role in the management of public land.10 Vacant property management also demands coordination among local governments, such as county health departments, tax collectors and assessors.

Crime

Vacant properties often become a breeding ground for crime, tying up an inordinate amount of police resources. The City of Richmond, VA conducted an analysis of citywide crime data from the mid-90s. Of all the economic and demographic variables tested, vacant/abandoned properties had the highest correlation to the incidence of crime.11 Another study focusing on crime in abandoned buildings in Austin, Texas found that crime rates on blocks with open abandoned buildings were twice as high as rates on matched blocks without open buildings. The survey also found that "41 percent of abandoned buildings could be entered without use of force; of these open buildings, 83 percent showed evidence of illegal use by prostitutes, drug dealers, property criminals, and others. Even if 90 percent of the crimes prevented are merely displaced to the surrounding area, securing abandoned buildings appears to be a highly cost-effective crime control tactic for distressed neighborhoods."12 A crime-prevention tactic that has gotten much attention in recent years is directly related to vacant, neglected, and abandoned property. According to George Kelling and James Q. Wilson, "The Broken Window Theory" holds that "If the first broken window in a building is not repaired, then people who like breaking windows will assume that no one cares about the building and more windows will be broken... The disorder escalates, possibly to serious crime." Wilson and Kelling suggest that it is the nature of the physical environment that leads to an increase in criminal activity.13 While the monetary costs of addressing the crime associated with abandoned buildings has not been calculated, it is clear that vacant properties burden police departments.

Arson and Accidental Fires

In 1999, firefighters in Worcester, Massachusetts entered a vacant cold storage building that was aflame to search for a homeless couple reported to have been in the building. Two firefighters became disoriented, and others went to their aid. Six became trapped and died in the fire. The homeless couple had left the premises after the fire began.16 The firefighters' deaths became national news as one of the major costs of vacant properties became all too clear. The US Fire Administration reports that over 12,000 fires in vacant structures are reported each year in the US, resulting in $73 million in property damage annually. Fires are likely in vacant properties because of poor maintenance, faulty wiring, and debris. In the winter, homeless people burn candles for light and heat and may even bring in outdoor grills. But more importantly, vacant buildings are a primary target of arsonists. More than 70 percent of fires in vacant or abandoned

buildings are arson or suspected arson. Such fires strain the resources of fire departments. Because vacant buildings often contain more open shafts, pits, and holes that can be an invisible threat to firefighters, the cost of fighting those fires is more than financial. The National Fire Protection Association (NFPA) estimates that 6,000 firefighters are injured every year in vacant or abandoned building fires.17

Public Nuisances and Health

Vacant and abandoned properties require a disproportionate amount of public maintenance. In addition to securing buildings against criminal activity, local governments must clean and care for them to prevent a buildup of trash, illegal dumping, and rodent infestations. In some cases, abandoned properties contain toxic waste, particularly in the case of abandoned industrial buildings.18 Most municipalities have adopted ordinances that allow them to clean, board, and secure abandoned buildings. For example, in Roanoke, Virginia, the city has taken a tougher stance on properties deemed health and safety hazards. If a property is deemed a hazard by the city the owner is given thirty days to ameliorate the problem. If no action is taken, the city will solicit input from the neighborhood, do asbestos and lead abatement, solicit demolition bids, raze the house, and place a lien on the property to try to recoup the demolition costs.19 Cities spend significant funds on these activities. "In Trenton, New Jersey during the 1990's, these dedicated resources (depending on the amount allocated for demolition) ranged from $500,000 to well over $1 million per year."20 Over a five-year period, St. Louis spent $15.5 million, or nearly $100 per household, to demolish vacant buildings.21 Detroit spends $800,000 each year just to clean vacant lots.22 Demolishing crumbling vacant buildings does not completely eliminate the costs associated with abandonment. The resulting vacant lots still require maintenance. A study of vacant lots in Philadelphia estimated that the city and closely related public agencies spent $1.8 million annually on cleaning vacant lots. At the current level of activity and assuming a three percent inflation rate. This adds up to $49.6 million over the course of twenty years.23 The study only included the costs of five out of the fifteen agencies that have a role in vacant property management.24 Rehabilitation is clearly a better choice. An examination of the St. Paul, Minnesota budget for maintenance and security costs associated with vacant buildings revealed that while demolition saves $4,697,25 the rehabilitation of a vacant building will save an estimated $7,141 in maintenance costs over a twenty-year period. Managing vacant properties ties up the time of municipal employees and the resources of municipal taxpayers. At the same time, these properties depress the value of other properties and generate little or no tax revenue themselves.

Lower Property Values

Vacant properties generate little in taxes – but, perhaps more importantly, they rob surrounding homes and businesses of their value. In a 2001 study, researchers from Philadelphia found that houses within 150 feet of a vacant or abandoned property experienced a net loss of $7,627 in value. Properties within 150 to 300 feet experienced a loss of $6,819 and those within 300 to 450 feet experienced a loss of $3,542 (see diagram below).

Philadelphia researchers also found "that all else being equal, houses on blocks with abandonment sold for $6,715 less than houses on blocks with no abandonment."33 A University of Minnesota study also evaluated the fiscal benefits the city of St. Paul would receive if it renovated abandoned housing. The study found that vacant properties negatively affected neighborhood property values, reducing the city's tax base. While a renovated property did not negatively affect surrounding property values, demolishing a vacant building and leaving a vacant lot in its stead led to "$26,397 in lost property tax revenue over a twenty-year period."34 These lower property values represent a hit in the pocketbook

for both homeowners and the city. But a focused effort to bring vacant properties back can restore value – and taxes – for the city.

Costs to Homeowners

Living in a neighborhood with many vacant and abandoned properties exacts many costs on homeowners. As discussed above, it leads to decreased property values, which can devastate a family's financial security. When neighborhood populations decline and properties become vacant, a smaller number of residents bear a greater proportion of the city's tax burden. This fact is particularly relevant in lower-income neighborhoods and among residents without the resources or the desire to leave their neighborhood. And there are other, less easily measured costs of owning a home in an area with vacant properties – costs that are both fiscal and psychological.

Higher Insurance Premiums

The proximity of vacant and abandoned properties makes obtaining homeowner's insurance, mortgages, and loans for home improvements more difficult. Insurance companies pay attention to what is going on in a neighborhood; this can mean increased premiums or even policy cancellations for those homeowners living close to an abandoned property. Determining how vacant and abandoned properties influence the cost of homeowners insurance is difficult at best. There are a number of variables involved in the setting of premiums and many insurance companies hold their underwriting manuals to be proprietary. An interview with an insurance agent in Washington, DC representing a national insurance company revealed that the presence of a "high hazard" property (which includes condemned properties) within forty feet of a solid masonry building and 100 feet of a non-masonry building would lead to a cancellation or non-renewal of an insurance policy.41

Poorer Quality of Life

Vacant properties degrade quality of life for remaining residents. Genesee County Treasurer Daniel T. Kildee tells the story of a Flint resident. "I met a woman who bought her house a decade ago, so proud to be a new homeowner. She took good care of her home and her family, and has seen the properties on both sides of her home burn and sit abandoned for many years. Finally under our program (see From the State House to Your House on page 8), we took control of the adjacent properties and have scheduled them for demolition and to transfer to her as part of our side-lot program. Sadly, our program was not in place for many years as she watched the neighborhood slowly slip away. This is a woman that saw her single greatest financial investment become valueless – not due to the condition of her home, but due to the neglect of the property that surrounds her. She only had two choices: stay and maintain her home and make her mortgage payments, or abandon the property and ruin her credit and her home. That is a story that has repeated itself in our community a thousand times over, with a far less happy ending."42 With abandoned buildings comes social fragmentation. Individuals who live in communities with an increasing number of vacant buildings begin to feel isolated, weakening the community as a whole. A large number of vacant buildings in a neighborhood symbolizes that no one cares, increasing the likelihood that property values will continue to decline and that further abandonment will set in. In the case of vacant properties, the problem is out in the open, for all to see. The aesthetic impact of abandoned properties, while not easily quantified in dollars, is another cost.

The Spiral of Blight: The Cumulative Impact of Vacant Property

The costs imposed by a single vacant building are not contained. If left alone, that building can trigger a costly spiral of blight. With each arson or lot filling up with garbage comes further incentive for the remaining residents and businesses to flee. To stem these problems it is important for municipalities to address the issue early.in renewing the urban landscape: The Dilemma of Vacant Housing, the authors describe the issue of vacant and abandoned property as a self-feeding problem. "In blighted neighborhoods that adjoin abandoned ones, existing homeowners face stagnating or declining property values. Unscrupulous real estate agents play on these fears by inducing existing residents to sell cheaply in order to maximize profits at the expense of incoming families. Although this property is still generating revenues for the city, the combination of high resale prices and high tax rates discourage maintenance of such structures. In this way, communities in transition start to look shabby and run-down. Businesses see their profits dwindle and are unlikely to remain in such locales."43 Part of the reason abandonment becomes contagious is that "it

makes it harder for people to sell their homes or because it leads banks to lower appraisals or deny loans entirely on blocks with abandoned properties."44

STORM WATER MANAGEMENT-MITIGATION: Any new development, be it a single building, or a large development or redevelopment, such as is proposed for the Redevelopment Area, it is required by the City of Joplin, as it is by most all cities, to manage the storm water runoff from the impervious surfaces created by the development, this entails roof surface as well as concrete and pavement surfaces. Such impervious surfaces will escalate and increase the amount of storm water runoff from the individual property, sine the impervious surfaces created by development prevents the storm water from being absorbed into the soil. The runoff must be managed so as not to increase the storm water runoff on the neighboring properties. A description of storm water runoff and the effect it has on the environment is provided below, a reprint from an informational brochure provide by the Corp of Engineers. The usual process is to construct individual storm water basins, or regional storm water basins to catch and hold the storm water to allow the runoff to either evaporate or allow the runoff to be managed and runoff more slowly into the area storm water sewers, either installed piping or surface ditches. The City, under its regulatory authority will allow for regional storm water basins, underground storm water storage, or even buying out the obligation of installing a storm water basin or control, and contributing to a pool of funds which the City would use the funds to control regional storm water. The proposed Redevelopment Area is within a unique situation. It is located within the drainage area of a stream or streams, which are regulated by the Corp of Engineers. These streams arte called "blue-line streams" by the Corp, since they show up on USGS maps as "blue lines". The Corp of Engineers have regulatory authority over these streams, not to just regulate storm water control, but to preserve the natural streams. Their mission and authority is to preserve and restore urban natural streams and wildlife areas, thus the Corp of Engineers Authority will supersede the authority of the City and regulate the storm water runoff so as to protect the streams. Within the proposed Redevelopment Area there exist the basin of a stream and tributaries that are part of a stream which starts to the far eastern part of the City and runs into a massive stream system within the City and ultimately empties into Shoal Creek. Several arteries of the streams runs within the City. A general map of these streams are provide below for the general Redevelopment Area. The mission and legal obligation of the Corp of Engineers is to preserve the natural stream and restore it, under the "Clean Water Act", including wildlife and vegetation. The Corp of Engineer requires that a 'Mitigation" plan be prepared and submitted for their review and approval of how the stream will be preserve and restored, which includes how the storm water will be managed in the Area, how the stream will be restored, and how the natural habitat will be restored and preserved. Other regulatory agencies, such as the Missouri Department of Natural Recourses and the City will be entitled to review and comment upon the Mitigation Plan, but the Corp of Engineers will have full regulatory authority. Once the Plan has been reviewed and approve, which takes an estimated one year, the Corp will issue a permit to the Developer, granting a period of time to complete the Mitigation Plan. The proposed Developer, RKS Development, LLC, has submitted a mitigation plan to the Corp of Engineers. The Corp has conducted some review, but have not yet approved the mitigation plan submitted. The estimated cost of the mitigation plan is a minimum of $4 million, which is only the direct cost of stream improvements and not the infrastructure to collect and control the storm water. Much of the other storm water cost are included in other cost, such as excavation and site cost.

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Mitigation

Mr. Kuehn;

Please find the attached map that illustrates four streams located on the 34th Street Development area (Streams 1, 2, 3 and 4). These streams have been verified by the Corps of Engineers to be within their jurisdiction. Attached is also a jurisdictional determination letter from the Corps of Engineers addressing that these streams are considered jurisdictional. We are in the middle of the Section 404 permit process *regarding a request for a permit to impact about 3360 linear feet of these low quality* streams to be able to develop the site as planned. This is following the Corps sequencing process of avoidance, minimization and compensation (mitigation). It is anticipated that mitigation will be required to place 3360 linear feet of stream into underground piping system. To mitigate this impact a mitigation plan has been developed that will involve enhancement of approximately 1300 feet of stream on site and 6700 feet of adjacent stream located downstream of the development site. Cost estimates of the stream mitigation work have been estimated at roughly $2.5 to $3.5 million.

Sincerely,

Manuel Barnes, PWS
EGIS



BLUE-LINE" STREAM MAP OF REDEVELOPMENT AREA

DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil/

December 10, 2013

Regulatory Division

FILE No. **SWL-2013-00312**

Mr. Manuel Barnes
EGIS, Inc.
314 South Main
Bentonville, Arkansas 72712

Dear Mr. Barnes:

Please refer to your letter of August 16, 2013 , concerning a waters of the United States determination of a development known as the 34th street project, in sections 22 and 23, T. 27 N., R. 33 W., Joplin, Newton County, Missouri. This letter will provide information on the extent of the waters of the United States, including wetlands, on the property and the Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344).

My site inspection revealed that the property may contain areas that meet the definition of wetlands and waters of the United States, as determined by the 1987 Corps of Engineers Wetlands Delineation Manual and Regional Supplements, appropriate guidance, and Department of the Army regulations. Approximately 5,318 linear feet of stream were identified. No wetlands were observed onsite. The approximate location of these areas is shown on the enclosed map of the site.

This letter contains an Approved Jurisdictional Determination for your subject site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 Code of Federal Regulations (CFR) Part 331. Enclosed you will find a Notification of Appeals Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA for to the Southwestern Division Office at the following address:

Mr. Elliott Carman
Administrative Appeals Review Officer (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas , Texas 75242-1317

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

This approved jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision of the determination before the expiration date.

Please be advised that the discharge of dredged or fill material in waters of the United States, including wetlands, requires a Department of the Army permit prior to beginning work in most situations. A permit is required pursuant to Section 404 of the Clean Water Act and Corps of Engineers implementing regulations, 33 Code of Federal Regulations (CFR) 320 - 332. The clearing of wetlands with mechanized equipment; landleveling; construction of ditches, dikes, and dams; placement of fill to raise the elevation of a site; and stabilization of banks are examples of activities that routinely require a permit. All of these activities involve the discharge of dredged or fill material in waters of the United States.

This determination has been conducted to identify the limits of the Corps Clean Water Act jurisdiction for the particular site identified in this request.

Your cooperation in the Regulatory Program is appreciated. If you have any questions, please contact me at (501) 324-5295 and refer to No. **SWL-2013-00312.**

Sincerely,

Lisa Boyle
Project Manager

Enclosures

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

cc:
Table Rock PO, w/cy dwgs
Ch, Regulatory Enf, w/cy dwgs

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: **RKS Development, LLC**	File Number: **2013-00312**	Date: **10-Dec-13**
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
✓	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT		
REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)		
ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.		
POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision and/or the appeal process you may contact: Lisa Boyle 501-324-5295	If you only have questions regarding the appeal process you may also contact: Mr. Elliott Carman Administrative Appeals Review Officer (CESWD-PD-O) U.S. Army Corps of Engineers 1100 Commerce Street, Suite 831 Dallas , Texas 75242-1317 469-487-7061	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.		
_____ Signature of appellant or agent.	Date:	Telephone number:

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): August 16, 2013

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: SWL, Development – 52 acres – Joplin, MO – Hwy 43 b/t 34th and 41st streets, 2013-00312

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Missouri County/parish/borough: Newton City: Joplin
Center coordinates of site (lat/long in degree decimal format): Lat. 37.04717°, Long. -94.51522°
Universal Transverse Mercator: 4101178 Northing, 365261 Easting
Name of nearest waterbody: Unnamed tributary to Shoal Creek
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Grand (Neosho) River
Name of watershed or Hydrologic Unit Code (HUC): 11070207

☑ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc…) are associated with this action and are recorded on a different JD form

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☑ Office (Desk) Determination. Date: October 17, 2013

☑ Field Determination. Date(s): July 9-10, 2013 (EGIS, Inc.)

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.
There are no "*navigable waters of the U.S.*" within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [*Required*]

☐ Waters subject to the ebb and flow of the tide.

☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce. Explain:

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.
There are "*waters of the U.S.*" within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. ***[Required]***

1. Waters of the U.S.
a. Indicate presence of waters of U.S. in review area (check all that apply): [1]

☐ TNWs, including territorial seas

☐ Wetlands adjacent to TNWs

☑ Relatively permanent waters[2] (RPWs) that flow directly or indirectly into TNWs

☑ Non-RPWs that flow directly or indirectly into TNWs

☐ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs

☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs

☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs

☐ Impoundments of jurisdictional waters

☐ Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:
Non-wetland waters: 5,318 linear feet: varies from 1.5 ft (stream 4) to 12 ft (stream 1) width (ft) and/or acres.
Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: Established by OHWM

Elevation of established OHWM (if known):

2. Non-regulated waters/wetlands (check if applicable):[3]

☐ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional. Explain:

[1] Boxes checked below shall be supported by completing the appropriate sections in Section III below.
[2] For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).
[3] Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

Tributary properties with respect to top of bank (estimate):
Average width: 12 feet (Stream 1), 6 feet (Stream 2), 3.5 feet (Stream 3), 1.5 feet (Stream 4)
Average depth: 1.9 feet (Stream 1), 1 feet (Stream 2), 1 feet (Stream 3), 0.7 feet (Stream 4)
Average side slopes:

Primary tributary substrate composition (check all that apply):

☑ Silts	☑ Sands	☐ Concrete
☐ Cobbles	☑ Gravel	☐ Muck
☑ Bedrock	☐ Vegetation. Type/% cover:	
☐ Other. Explain:		

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: moderately stable
Presence of run/riffle/pool complexes. Explain: Most of the aquatic features onsite were dry, so it was difficult to tell if riffle/run/pool complexes are present.
Tributary geometry: Relatively Straight
Tributary gradient (approximate average slope): %

(c) Flow:

Tributary provides for: Intermittent but not Seasonal Flow ; Stream 4 provides for ephemeral flow.
Estimate average number of flow events in review area/year:
Describe flow regime: shallow concentrated flow to channel flow
Other information on duration and volume: Streams 1, 2 and 3 are described as intermittent streams, whereas Stream 4 is defined as an ephemeral stream.
Surface flow is: Confined Characteristics: Water body is incised in the ground.
Subsurface flow: Unknown Explain findings:
☐ Dye (or other) test performed:

Tributary has (check all that apply):
☑ Bed and banks
☑ OHWM[6] (check all indicators that apply):

☑ clear, natural line impressed on the bank	☐ the presence of litter and debris
☐ changes in the character of soil	☑ destruction of terrestrial vegetation
☐ shelving	☐ the presence of wrack line
☐ vegetation matted down, bent, or absent	☑ sediment sorting
☐ leaf litter disturbed or washed away	☐ scour
☐ sediment deposition	☐ multiple observed or predicted flow events
☐ water staining	☐ abrupt change in plant community
☐ other (list):	

☐ Discontinuous OHWM.[7] Explain:

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

☐ High Tide Line indicated by:	☐ Mean High Water Mark indicated by:
☐ oil or scum line along shore objects	☐ survey to available datum;
☐ fine shell or debris deposits (foreshore)	☐ physical markings;
☐ physical markings/characteristics	☐ vegetation lines/changes in vegetation types.
☐ tidal gauges	
☐ other (list):	

(iii) Chemical Characteristics:
Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).
Explain: Where water was present, water appeared clear. Though the property boundary in this jurisdictional determination is undeveloped and generally wooded, the rest of the drainage basin is heavily developed, including a hospital, commercial areas, and residential areas.
Identify specific pollutants, if known: Shoal Creek is on Missouri's 2012 303d list for *E. coli*.

[6]A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.
[7]Ibid.

(iv) Biological Characteristics. Channel supports (check all that apply):

- ☑ Riparian corridor. Characteristics (type, average width): Much of the stream length is partially to fully shaded, with grass, shrubs, vines and trees composing the riparian zone. However, a sewer line follows much of Stream 1 on one side, reducing or eliminating the riparian buffer on that side.
- ☐ Wetland fringe. Characteristics:
- ☐ Habitat for:
  - ☐ Federally Listed species. Explain findings:
  - ☐ Fish/spawn areas. Explain findings:
  - ☐ Other environmentally-sensitive species. Explain findings:
  - ☐ Aquatic/wildlife diversity. Explain findings:

2. Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW

(i) Physical Characteristics:

(a) General Wetland Characteristics:
Properties:
Wetland size: acres
Wetland type. Explain:
Wetland quality. Explain:
Project wetlands cross or serve as state boundaries. Explain:

(b) General Flow Relationship with Non-TNW:
Flow is: Explain:

Surface flow is:
Characteristics:

Subsurface flow: Explain findings:
- ☐ Dye (or other) test performed:

(c) Wetland Adjacency Determination with Non-TNW:
- ☐ Directly abutting
- ☐ Not directly abutting
  - ☐ Discrete wetland hydrologic connection. Explain:
  - ☐ Ecological connection. Explain:
  - ☐ Separated by berm/barrier. Explain:

(d) Proximity (Relationship) to TNW
Project wetlands are river miles from TNW.
Project waters are aerial (straight) miles from TNW.
Flow is from:
Estimate approximate location of wetland as within the floodplain.

(ii) Chemical Characteristics:
Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain:
Identify specific pollutants, if known:

(iii) Biological Characteristics. Wetland supports (check all that apply):
- ☐ Riparian buffer. Characteristics (type, average width):
- ☐ Vegetation type/percent cover. Explain:
- ☐ Habitat for:
  - ☐ Federally Listed species. Explain findings:
  - ☐ Fish/spawn areas. Explain findings:
  - ☐ Other environmentally-sensitive species. Explain findings:
  - ☐ Aquatic/wildlife diversity. Explain findings:

3. Characteristics of all wetlands adjacent to the tributary (if any)
All wetland(s) being considered in the cumulative analysis:
Approximately () acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)	Size (in acres)	Directly abuts? (Y/N)	Size (in acres)

Summarize overall biological, chemical and physical functions being performed:

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D: The drainage area of the non-RPW, Stream 4, includes a residential area, multiple roads, and a church. According to Dr. Jane Frankenberger at Purdue University, "In urban areas, pet wastes can be washed off streets and other impervious surfaces and flow through storm drains directly to lakes and streams," potentially creating a source for *E. coli* and other bacteria. Runoff from the roads and residential lawns may carry pollutants to the stream. Likewise, runoff from residential lawns can carry nutrients, and fallen leaves and branches may provide organic carbon that contributes to downstream foodwebs.

2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
   - ☐ TNWs: linear feet width (ft), Or, acres.
   - ☐ Wetlands adjacent to TNWs: acres.

2. **RPWs that flow directly or indirectly into TNWs.**
   - ☐ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: .
   - ☑ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally: USGS has designated Stream 1 on this project site as intermittent. Field observations by EGIS, Inc. on July 9 and 10, 2013, indicate that Streams 1, 2 and 3 are likely intermittent.

   Provide estimates for jurisdictional waters in the review area (check all that apply):
   Tributary waters: Stream 1 - 3,462 linear feet 12 width (ft).
   ☑ Stream 2 - 1,174 linear feet 6 width (ft).
   Stream 3 - 291 linear feet 3.5 width (ft).

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- ☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- ☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
  - ☐ Prior to the Jan 2001 Supreme Court decision in "*SWANCC*," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- ☐ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
- ☐ Other: (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- ☐ Lakes/ponds: acres.
- ☐ Other non-wetland waters: acres. List type of aquatic resource: .
- ☐ Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- ☐ Lakes/ponds: acres.
- ☐ Other non-wetland waters: acres. List type of aquatic resource: .
- ☐ Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- ☑ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: see hard copy file
- ☑ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☑ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps:
- ☐ Corps navigable waters' study:
- ☑ U.S. Geological Survey Hydrologic Atlas:
  - ☑ USGS NHD data.
  - ☐ USGS 8 and 12 digit HUC maps.
- ☑ U.S. Geological Survey map(s). Cite scale & quad name: 1:24K Joplin West
- ☑ USDA Natural Resources Conservation Service Soil Survey. Citation: Missouri_Soils
- ☑ National wetlands inventory map(s). Cite name: National Wetlands Inventory
- ☐ State/Local wetland inventory map(s):
- ☑ FEMA/FIRM maps: Newton County S_Fld_Haz_Ar.shp
- ☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
- ☑ Photographs: ☑ Aerial (Name & Date): Bing Maps Hybrid accessed October 23, 2013
  - ☐ or ☐ Other (Name & Date):
- ☐ Previous determination(s). File no. and date of response letter:
- ☐ Applicable/supporting case law:
- ☐ Applicable/supporting scientific literature:
- ☐ Other information (please specify):

B. ADDITIONAL COMMENTS TO SUPPORT JD: Four streams are present on this property. Streams 1-3 are classified as intermittent, and Stream 4 is ephemeral. Soils information indicates that all soils are upland soils, and do not contain hydric inclusions. The National Wetland Inventory supported this. This area is well above a FEMA-designated floodplain.

☐ Other non-wetland waters: acres.
Identify type(s) of waters:

3. **Non-RPWs[8] that flow directly or indirectly into TNWs.**
☑ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):
☑ Tributary waters: Stream 4 - 391 linear feet 1.5 width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**
☐ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
☐ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**
☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisidictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**
☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.[9]**
As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.
☐ Demonstrate that impoundment was created from "waters of the U.S.," or
☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):[10]
☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ which are or could be used for industrial purposes by industries in interstate commerce.
☐ Interstate isolated waters. Explain:
☐ Other factors. Explain:

Identify water body and summarize rationale supporting determination:

Provide estimates for jurisdictional waters in the review area (check all that apply):
☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:
☐ Wetlands: acres.

---

[8] See Footnote # 3.
[9] To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.
[10] Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA *Memorandum Regarding CWA Act Jurisdiction Following Rapanos.*

What is Storm water Runoff?
Storm water runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like driveways, sidewalks, and streets prevent storm water runoff from naturally soaking into the ground.
Why is storm water runoff a problem?

Lisa Boyle
Project Manager

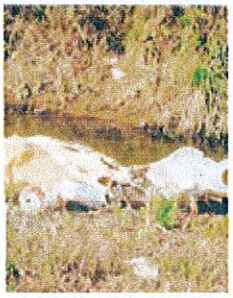
October 24, 2013
Date

Storm water can pick up debris, chemicals, dirt, and other pollutants and flow into a storm sewer system or directly to a lake, stream, river, wetland, or coastal water. Anything that enters a storm sewer system is discharged untreated into the waterbodies we use for swimming, fishing and providing drinking water.

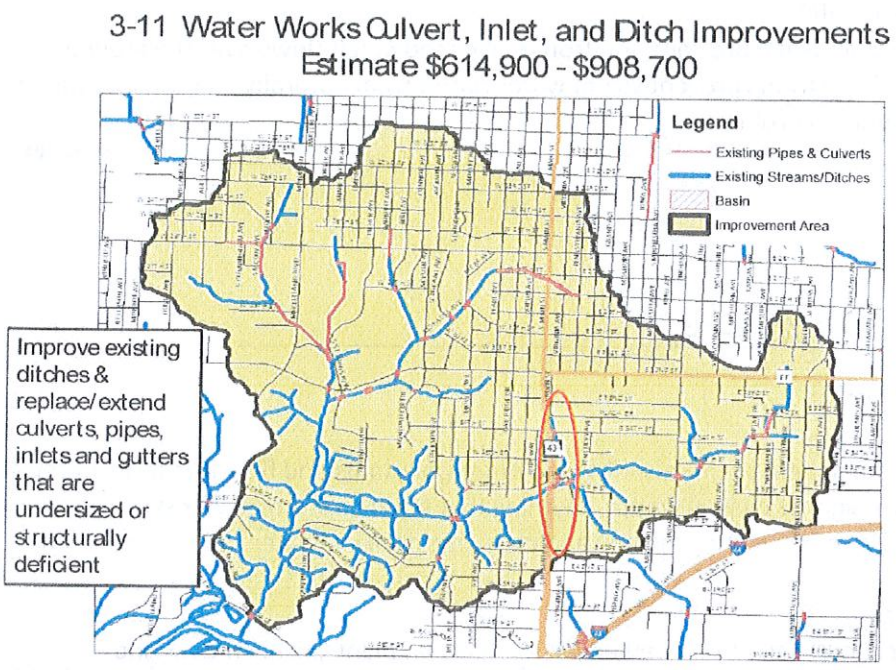
The effects of pollution
Polluted storm water runoff can have many adverse effects on plants, fish, animals and people.



Sediment can cloud the water and make it difficult or impossible for aquatic plants to grown. Sediment also can destroy aquatic habitats.
Excess nutrients can cause algae blooms. When algae die, they sink to the bottom and decompose in a process that removes oxygen from the water. Fish and other aquatic organisms can't exist in water with low dissolved oxygen levels.
Bacteria and other pathogens can wash into swimming areas and create health hazards, often making beach closures necessary.
Debris - plastic bags, six-pack rings, bottles, and cigarette butts - washed into waterbodies can choke, suffocate, or disable aquatic life like ducks, fish, turtles, and birds.



Household hazardous wastes like insecticides, pesticides, paint, solvents, used motor oil, and other auto fluids can poison aquatic life. Land animals and people can become sick from eating diseased fish and shellfish or ingesting polluted water.
Polluted storm water often affects drinking water sources. This, in turn, can affect human health and increase drinking water treatment costs.

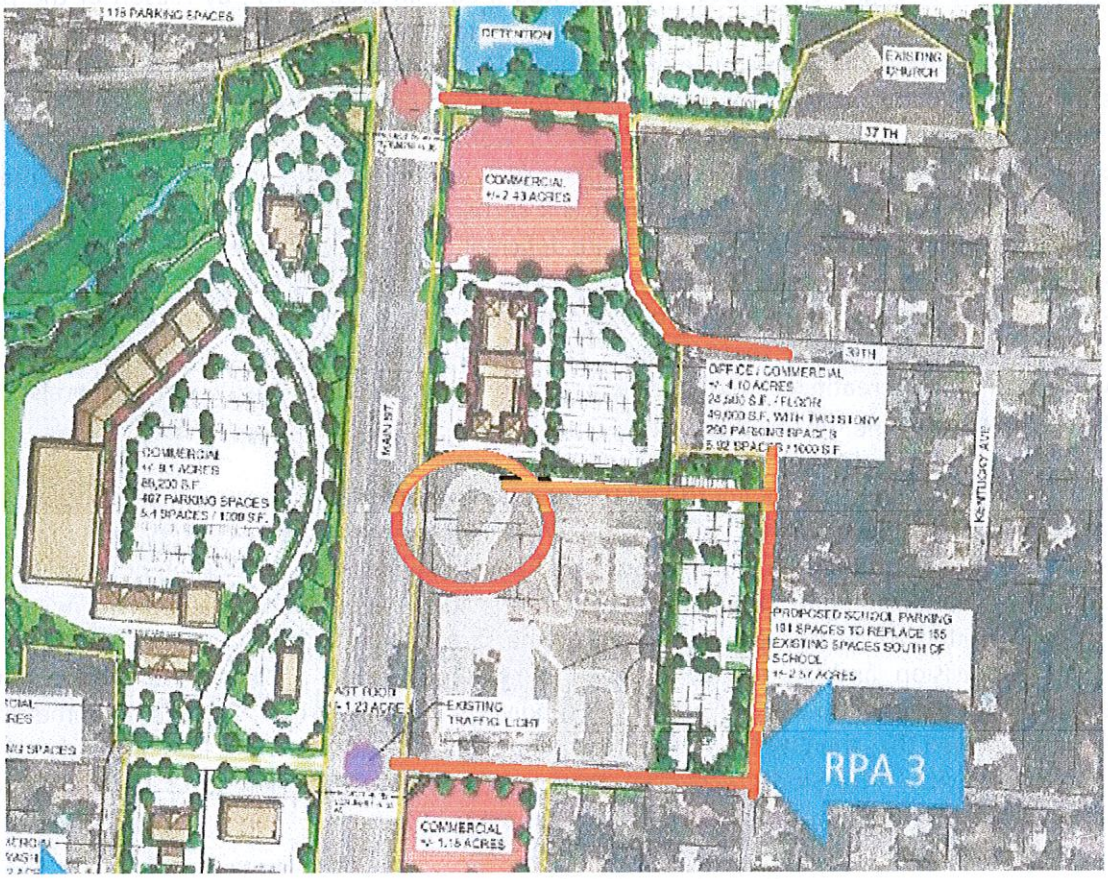


MAP FROM THE CITY OF JOPLIN'S STORM WATER MANAGEMENT PLAN
RED CIRCLE REFLECTS THE GENERAL LOCATION OF THE REDEVELOPMENT AREA

TRANSPORTATION IMPROVEMENTS:

MAIN STREET: As previously discussed, Mercy Hospital will be completed with the construction of their new facility and open in the spring of 2015. The opening of the facility will affect and increase traffic flow in the area. It is uncertain what the exact effect on traffic will be until the Hospital opens and the development patterns of the Area are established, however, a study was done by the Joplin Area Transportation Study Organization (JATSO), which is comprised of the City, County, and other transportation organizations. The Study was completed in July of 2013 by CJW Transportation Consultants, LLC of Springfield, MO. The study reviewed the impact of the new Hospital and the impact upon existing roads and streets in the Area. Based on the study report Main Street north of 50th Street will have an increase traffic of an estimated 2,000 to 8,000 cars per day. The lower amount is just the hospital and the higher amount is with significant development in the area. Currently the traffic volume on Main Street ranges from 17,500 cars per day, as previously outlined in at the beginning of this Blight Study. The Hospital, plus new development in the Area will increase traffic from 12% to 46%. This increased traffic will affect the quality of the usage of the existing street system. The areas east and west of Main Street are residential areas that have significant population, and the transportation artery system relies upon Main Street to be the main collector route of residents from within this residential area. Any increase of traffic on Main Street will affect the quality of service, or the ability to access Main Street from the arteries leading to Main Street. Currently there is only one traffic light between 32nd Street and I-44, it is located at 41st Street to serve Stapleton Elementary School. As traffic increases it will affect the ability to turn onto Main Street from 33rd, 34th, 35th, 36th, 39th, 43rd, and 44th Street, since traffic volumes will slow the ability to access Main. The Redevelopment Plan calls for, and plans, new traffic lights at 34th and 37th Street, which will increase the lighted intersections for residents to access Main from a safe point.

SCHOOL TRAFFIC: Currently all School Buses that use the access point of the buses at Main Street, just north of the 41st Street light, the buses can only access Main Street by using the circle drive and turning back onto Main Street. The bus driveway has a very significant grade for buses to navigate. During icy or slick times it creates a dangerous drive to navigate by the bus drivers, both to turn into, and to drive out of. It is proposed under the Redevelopment Plan to create an access point for the buses to accesses Pennsylvania Avenue, which will then allow buses to access either 41st or a new lighted intersection at 37th Street.



SITE PLAN SHOWING NEW SCHOOL BUS ACCESS TO MAIN STREET
RED CIRCLE HIGHLIGHTS BUS CIRCLE DRIVE
RED LINES REFLECT NEW LIGHTED BUS ACCESS POINTS TO MAIN STREET

DANGEROUS PEDESTRIAN CROSSING: Currently, the School parking lot is located south of 41st Street, while the School buildings are north of 41st Street, This causes anyone parking in the parking lot to cross 41st Street to access the School. There ae no lighted pedestrian crossings on 41st. There have been accidents in the past whereby pedestrians have been hit by cars, according to School officials. The parking lot accommodates mostly teachers and employees. Most of the pedestrian traffic is generated when school starts and end, thus the peak traffic times for 41st Street as people are leaving the parking lot and parents are picking up their children. The Development proposes to create a new parking lot lying east of the School and west of Pennsylvania Avenue, thus allowing all patrons that park in the parking lot to access the School buildings without crossing any street.

GENERAL TRAFFIC FLOW: As previously illustrated, the increase in traffic caused by the Hospital will cause increased traffic congestion and slow the access to Main Street for the area residents. While two new traffic lights are planned at 34th and 37th Street, additional interior streets or upgrades are planned to allow for access to these new lights. Improvements or extensions and upgrades to interior streets will be done, especially Virginia Avenue and 37th Street, which will allow traffic to be collected and directed to lighted intersection.

CONCLUSIONS & SUMMARY: Using the definition from the first page of this Study, which is a reprint of the State Statute 99.810 (1) the definition of Blight is provided. (1) "Blighted area", an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; Based upon the current transportation improvements the increased traffic which will be imposed upon the area will create a quality and safety issue. It is not an if concerning the Hospital, it is a certainty that traffic will increase, the exact amount is not known, also the current transportation improvements are deficient for the School buses as defined in this report, whereby the School buses have only one access to Main Street, which is not lighted. Due to the size of the average lot or parcel, which is less than one acre in size the subdivision platting is deficient for a conversion to commercial use based on the industry normal lot or parcel size of 1 to 11/2 acre. Conditions within the area created by the vacant and obsolete housing provisions conditions creating a social liability and menace to the public health, safety, morals, or public welfare in the current conditions affecting the neighborhood.

The City Council is required under the TIF Act to find that the Redevelopment Area as a whole is blighted prior to making that determination: "The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met; " Based upon the documented facts provide herein it is believed that the City Council can and should find the Area as a whole is blighted under the definition provided under the TIF Act. The Study recognizes that not every parcel is blighted as defined under the Act, but conditions exist which contribute to the blighted conditions as a whole.

RESUME OF EXPERIENCE OF PRINCIPAL INVESTIGATOR
DARRELL GROSS

EDUCATION: BS Degrees in Political Science, Business Administration, Accounting, School of the Ozarks, Made the Dean's List for 3 of 4 years, graduated with a 3.7 GPA. Was student intern in Circuit City Manager training program for two-years. Graduate work in Public Administration and Economics, Southwest Missouri State University.

PROFESSIONAL EXPERIENCE:

- **Elected County Assessor of Taney County:** Undertook reassessment of County prior to State Mandated Reassessment.
- **Manufacturing Business:** Assisted Brother in building a boat trailer manufacturing company in Mountain Home, AR. Served as CFO and Sales Manager. Was with the company from the beginning and assisted the company through rapid growth. Brother sold the business for $5 million.
- **Director of Community & Economic Development:** Served a five county region in central Missouri through the Council of Local Governments. Assisted communities with economic development and community development issues and programs. Also served as Director of the regions Small Business Administration Certified Development Company, packaging and underwriting SBA 504 loan debentures.
- **Economic Development Loan Officer:** Served as loan officer for United Savings & Loan specializing in SBA, USDA, HUD, and other government backed loan programs. Served 27 branches.
- **Senior Vice President:** Served as Senior Vice President of commercial lending for Landmark Banks. Company had 64 branches in Missouri and Illinois. Was leading producer of commercial loans among all branches.
- **Adjunct Professor of Finance:** Served for 11 years as Adjunct Professor of Finance at Washington University Engineering Graduate School. Assisted the University in applying for a grant through the Department of Education for a special grant to develop a program to offer a joint degree in engineering and project management and finance. The concept was to train engineers in the area of project finance so as to broaden their skills and career opportunities. Program was renewed for ten years by the Department of Education. Developed and taught the finance classes for students. Students learned how to underwrite a project from various finance structures, including tax backed bonds, revenue bonds, and public/private partnerships through the program. During tenure graduated 75 students with a Masters degree in Project Management and Finance. Served on all Master's Thesis committees. Three of the graduates work at the World Bank as underwriters on public projects funded by the World Bank. This was a part time position and was done while operating a private consulting business.
- **Consulting Business:** Since 1989 has owned and operated Gross & Associates an economic development and real estate development consulting business. Has assisted various communities and private developers with economic development projects. Specializes in Tax Increment Financing, Special Taxing Districts, and other incentive programs. Specializes in rural or small town economic development projects and plans.

During the years of providing consulting services to governmental entities and to private developers has developed or assisted in the development of 28 TIF Plans or projects serving as financial advisor, and or drafting of plan. Has developed and be the advisor on the creation of 39 Community Improvement Districts and serves as operations advisor on 28. Have assisted as financial advisor on three Transportation Development Districts, serve as operations advisor on two. Have prepared three city comprehensive plans.

PROFESSIONAL DESIGNATIONS AND HONORS:

- Outstanding Young Men of America
- Certified Business Counselor
- Certified International Financier
- Outstanding International Business Leader
- Small Business Administration: Financial Advocate Award, State of Missouri
- Harry S. Truman Congressional Award

RPA-1 CURRENT PROPERTY OWNERS

EXHIBIT 5 PAGE 1

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
055022001001004000	0.26	GOODSON, ROBERT & DONNA	$17,120	RES	11,887	$90,105	$7.58
056023002001022000	0.325	COLE, MICHAEL B. & DONNA I.	$6,790	RES	14,178	$35,737	$2.52
056023002001023000	0.325	LEWIS, BERT G.	$9,540	RES	14,178	$50,211	$3.54
056023002001024000	0.326	LEGALLY BLONDE INVESTMENTS, LLC	$7,410	RES	14,178	$39,000	$2.75
056023002001025000	0.488	LOYD, KEVIN G.	$9,780	RES	20,891	$51,474	$2.46
056023002001026000	0.489	O'DELL, DION P.	$10,370	RES	199,130	$54,579	$0.27
056023002002021000	0.234	JUDD, MARK A.	$4,670	RES	377,095	$24,579	$0.07
056023002002022000	0.253	DEWEESE, CRYSTAL R.	$17,590	RES	10,200	$92,579	$9.08
056023002002023000	0.882	HECKMASTER, STEVE & DIANA & STEVEN	$28,100	RES	115,750	$147,895	$1.28
056023002002024000	0.253	DENNIS, JEFFREY SCOTT & D'ANN	$13,850	RES	11,040	$72,895	$6.60
056023002002025000	0.172	FISHER, LINDSEY	$11,140	RES	7,493	$58,632	$7.82
056023002005008000	0.333	DOKE, LAVONNE LEEANNE	$16,600	RES	14,500	$87,368	$6.03
056023002005009000	0.666	RUARK, DENNIS L. & MARY JANE	$36,420	RES	25,725	$191,684	$7.45
056023002005010000	0.563	JOPLIN CITY	$0	TAX EXEMPT	45,738	$0	$0.00
056023002005011000	0.22	GILSTRAP, DOROTHY J.	$9,750	RES	9,685	$51,316	$5.30
TOTAL PROJECT 1	**5.789**		**$199,130**		**891,668**	**$1,048,053**	**$1.18**
		SUMMARY BY CLASSIFICATION RPA-1					
RESIDENTIAL	**5.226**		**$199,130**		**845,930**	**$1,048,053**	**$1.24**
TAX EXEMPT	**0.563**		**0**		**45,738**	**0**	**$0.00**
AGRICULTURE	**0**		**0**		**0**	**0**	**$0.00**
COMMERCIAL	**0**		**0**		**0**	**0**	**$0.00**
TOTALS	**5.789**		**$199,130**		**891668**	**$1,048,053**	**$1.18**

RPA-2 CURRENT PROPERTY OWNERS EXHIBIT 5 PAGE 2

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
056023002006001000	0.305	WOOD, WILLIAM K.	$13,430	RES	13,300	$70,684	$5.31
056023002006002000	0.305	WILSON, PHYLLIS K.	$13,240	RES	13,300	$69,684	$5.24
056023002006003000	0.305	CLAFLIN, JOHN	$13,530	RES	13,300	$71,211	$5.35
056023002006004000	0.393	NASH, KENNETH W. & ARLENE	$16,300	RES	17,100	$85,789	$5.02
056023002006005000	0.48	ERMAN, ROBERT MICHAEL	$18,940	RES	20,900	$99,684	$4.77
056023002006006000	2.4	RKS DEVELOPMENT, LLC	$85,470	COM	85,500	$256,667	$3.00
056023002006007000	2.39	RKS DEVELOPMENT, LLC	$91,170	COM	104,000	$273,784	$2.63
056023002006008000	1.2	RKS DEVELOPMENT, LLC & DANIEL ALLGE	$5,890	RES	51,138	$31,000	$0.61
056023002006009000	1.3	DOSS, CLYDE E. JR & ANNA	$10,570	RES	64,575	$55,632	$0.86
056023002006010000	1.8	LUNDSTRUM, BOB	$3,690	RES	80,000	$19,421	$0.24
056023002006011000	2.9	LUNDSTRUM, BOB	$4,790	AGR	127,200	$39,917	$0.31
056023002007012001	7.8	RKS DEVELOPMENT	$9,840	RES	339,768	$51,789	$0.15
26023003002005000	1.11	RKS DEVELOPMENT	$5,850	COM	48,352	$18,281	$0.38
056023003002005000	0.422	RKS DEVELOPMENT, LLC	$31,230	COM	18,400	$93,784	$ 5.10
056023003002006001	0.548	RKS DEVELOPMENT, LLC	$2,770	RES	24,104	$14,579	$ 0.60
056023003002006000	0.843	RDE, LLC	$35,230	RES	35,052	$185,421	$ 5.29
056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	RES	24104	14578.947	$0.60
056023003002005001	0.332	WHITE, KEITH V.	$9,280	RES	14,426	$48,842	$3.39
PT OF 056023003002005002	0.601	WHITE, KEITH V. & DEBBIE A.	$3,105	RES	12,840	$16,342	$1.27
NO PARCEL #	1.5	Missouri Department of Transportation	$0	TAX EXEMPT	65,340	$0	$0.00
TOTALS	**27.48**		**$377,095**		**1,172,699**	**$1,517,090**	**$ 1.29**
		SUMMARY BY CLASSIFICATION RPA-2					
RESIDENTIAL	**17.32**		**$158,585**		**730,129**	**$809,298**	**$1.11**
TAX EXEMPT	**1.5**		**0**		**65,340**	**0**	**$0.00**
AGRICULTURE	**2.9**		**$4,790**		**126,324**	**$39,917**	**$0.32**
COMMERCIAL	**5.76**		**$213,720**		**250,906**	**$667,875**	**$2.66**
TOTALS	**27.48**	**0**	**$377,095**	**0**	**1,172,699**	**$1,517,090**	**$1.29**

RPA-3 PROJECT 3 CURRENT PROPERTY OWNERS

EXHIBIT 5 PAGE 3

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
056023003003002000	2.9	MARCULES, BART AUGUSTIN TRUST	$322,750	RES	124,902	$1,698,684	$ 13.60
056023003003003000	0.6	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	TAX EXEMPT	26,136	$0	$ -
056023003003004000	0.529	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	TAX EXEMPT	23,043	$0	$ -
056023003003004002	0.248	JOPLIN R-VIII SCHOOL DISTRICT	$0	TAX EXEMPT	10,803	$0	$ -
056023003003005000	5.4	JOPLIN R-8 SCHOOL DISTRICT	$0	TAX EXEMPT	235,224	$0	$ -
056023003003012000	0.459	RAINEY, JANE E.	$6,690	RES	20,034	$35,211	$ 1.76
056023003003011000	0.462	RKS Development	$2,240	RES	20,140	$11,789	$ 0.59
056023003003010000	0.441	CRUMBLISS, CAROLYN J.	$6,420	RES	19,200	$33,789	$ 1.76
056023003003009000	0.261	HUNTER, LORI ANN	$6,640	RES	11,328	$34,947	$ 3.09
056023003003008000	0.519	ALTMAN, JEFFREY L.	$9,280	RES	22,581	$48,842	$ 2.16
056023003003007000	0.267	SMITH, ELLA L.	$8,720	RES	11,640	$45,895	$ 3.94
056023003010001000	1.3	SCHOOL DISTRICT 42	$0	TAX EXEMPT	58,220	$0	$ -
056023003010002000	0.386	JOPLIN R-8 SCHOOL DISTRICT	$0	TAX EXEMPT	16,810	$0	$ -
056023003010003000	0.416	JOPLIN R-VIII SCHOOL DISTRICT	$0	TAX EXEMPT	17,733	$0	$ -
056023003010003001	0.537	LOCKE, MICHAEL K. & TANIA R.	$34,470	RES	23,370	$181,421	$ 7.76
TOTALS	**14.73**		**$397,210**		**641,164**	**$2,090,579**	**$ 3.26**

SUMMARY BY CLASSIFICATION RPA-3

RESIDENTIAL	**5.846**		**$397,210**		**254,395**	**$2,090,579**	**$8.22**
TAX EXEMPT	**8.879**		**0**		**386,769**	**0**	**$0.00**
AGRICULTURE	**0**		**$0**		**0**	**$0**	**$0.00**
COMMERCIAL	**0**		**$0**		**0**	**$0**	**$0.00**
TOTALS	**14.73**		**0 $397,210**		**0 641,164**	**$2,090,579**	**$3.26**

RPA 4 CURRENT PROPERTY OWNERS

EXHIBIT 5 PAGE 4

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
560230030110010000	1	RKS DEVELOPMENT, LLC	$7,860	RES	43560	$41,368	$0.95
56023003011002000	1.08	MOFFAT, CLYDE & ELEANOR	$58,200	COM	47,045	$181,875	$ 3.87
56023003011003000	0.52	SHEPHERD, SCOTT S.	$14,010	RES	22,651	$73,737	$ 3.26
56023003011004000	0.18	RKS DEVELOPMENT, LLC	$10,230	RES	7,841	$53,842	$ 6.87
56023003016001000	0.35	KIENZLE, GARY L. & CARLENE	$16,700	RES	15,246	$87,895	$ 5.77
56023003016002000	0.2	BIBENS, HARRY A. & DEBORAH	$6,010	RES	8,712	$31,632	$ 3.63
560230030160030000	0.07	GONZALEZ, OSCAR H. & LAURA	$670	RES	3,049	$3,526	$ 1.16
56023003016004000	0.21	PERRY MANAGEMENT, LP	$2,070	RES	9,148	$10,895	$ 1.19
TOTALS	**3.61**		**$115,750**		**157,252**	**$ 484,770**	**$ 3.08**
		SUMMARY BY CLASSIFICATION RPA-4					
RESIDENTIAL	**2.53**		**$57,550**		**110,207**	**$302,895**	**$2.75**
TAX EXEMPT	**0**		**0**		**0**	**0**	**$0.00**
AGRICULTURE	**0**		**$0**		**0**	**$0**	**$0.00**
COMMERCIAL	**1.08**		**$58,200**		**47,045**	**$181,875**	**$3.87**
TOTALS	**3.61**		**0 $115,750**	**0**	**157,252**	**$484,770**	**$3.08**

RPA 5 CURRENT PROPERTY OWNERS

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
055022004011001000	0.28	OX, L.L.C.	$6,750	RES	12,188	$35,526	$ 2.91
055022004011002000	0.157	LUCAS, DAVID E.	$6,290	RES	6,825	$33,105	$ 4.85
055022004011003000	0.413	SOOTER, KEVIN	$13,040	RES	17,871	$68,632	$ 3.84
055022004011003001	0.604	GARRISON, GEORGE O. & BARBARA	$9,820	RES	25,067	$51,684	$ 2.06
055022004011003002	0.198	REYNOLDS, BONNIE	$19,820	RES	8,640	$104,316	$ 12.07
055022004011003003	0.247	HEISLER, DORIS	$17,670	RES	10,100	$93,000	$ 9.21
055022004011003004	0.198	STERNES, ELIZABETH A.	$5,980	RES	8,640	$31,474	$ 3.64
055022004011004000	0.436	VOLK, RICHARD E. & DIANE M.	$26,210	COM	19,110	$137,947	$ 7.22
055022004011005000	0.513	BOTTOROFF, JERRY R. & JUDITH ANN	$13,250	RES	25,774	$69,737	$ 2.71
055022004011006000	0.436	WILLIAMS, DAVID S.	$9,310	RES	18,915	$49,000	$ 2.59
TOTALS	**3.482**		**$128,140**		**153,130**	**$ 674,421**	**$ 4.40**
		SUMMARY BY CLASSIFICATION RPA-5					
RESIDENTIAL	**3.046**		**$101,930**		**134,020**	**$536,474**	**$4.00**
TAX EXEMPT	**0**		**0**		**0**	**0**	**$0.00**
AGRICULTURE	**0**		**$0**		**0**	**$0**	**$0.00**
COMMERCIAL	**0.436**		**$26,210**		**19,110**	**$137,947**	**$7.22**
TOTALS	**3.482**		**0 $128,140**	**0**	**153,130**	**$674,421**	**$4.40**

RPA 6 CURRENT PROPERTY OWNERS

EXHIBIT 5 PAGE 5

PARCEL #	ACRES	OWNER	ASSESSED VALUE	CLASS	SQ FT	APPRAISED VALUE	SQ FT VALUE
055022004003005002	0.203	WOLTJER, DONALD D.	$21,350	RES	8,832	$112,368	$ 12.72
055022004003005001	0.206	WOLTJER, DONALD D.	$22,680	RES	8,832	$119,368	$ 13.52
055022004003005000	0.381	WOLTJER, DONALD D.	$44,370	RES	16,650	$233,526	$ 14.03
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	RES	35,520	$56,211	$ 1.58
055022004003006000	0.344	RENT JOPLIN.COM LLC	$9,310	RES	15,000	$49,000	$ 3.27
055022004003006001	0.146	LANDIS, ROBERT C. & BARBARA R.	$24,340	RES	6,375	$128,105	$ 20.09
055022004003006002	0.146	CARDEN, MAX & INA	$21,300	RES	6,375	$112,105	$ 17.59
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,230	COM	18,500	$48,739	$ 2.63
055022004003008000	0.51	RKS DEVELOPMENT, LLC	$3,550	RES	18,500	$18,684	$ 1.01
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	RES	27,750	$7,789	$ 0.28
055022004003009001	0.212	POTTER, JAMES L.	$1,480	RES	9,250	$7,789	$ 0.84
055022004003010000	0.425	POTTER, JAMES L.	$10,330	RES	18,500	$54,368	$ 2.94
055022004003002000	2.7	RKS DEVELOPMENT, LLC	$3,410	RES	117,612	$17,947	$ 0.15
055022004005002000	17.77	RKS DEVELOPMENT, LLC	$8,280	AGR	164,221	$69,000	$ 0.42
055022001033001000	1.51	RKS DEVELOPMENT, LLC	$1,290	RES	65,777	$6,789	$ 0.10
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	RES	18,513	$71,789	$ 3.88
055022004001001000	1.7	RKS DEVELOPMENT LLC	$4,100	RES	74,052	$21,579	$ 0.29
055022004002002000	0.448	RKS DEVELOPMENT, LLC	$1,960	RES	19,514	$10,316	$ 0.53
TOTALS	######		**$219,780**		649,773	$1,145,476	$ 1.76
		SUMMARY BY CLASSIFICATION RPA-6					
RESIDENTIAL	**10.38**		**$195,270**		**467,052**	**$1,027,737**	**$2.20**
TAX EXEMPT	**0**		**0**		**0**	**0**	**$0.00**
AGRICULTURE	**17.77**		**$8,280**		**164,221**	**$69,000**	**$0.00**
COMMERCIAL	**0.425**		**$16,230**		**18,500**	**$48,739**	**$2.63**
TOTALS	######		**$219,780**		**649,773**	**$1,145,476**	**$1.76**

SUMMARY OF ALL PROJECTS

RESIDENTIAL	**44.35**		**$1,109,675**	**0**	**2541733**	**$5,815,035**	**$19.52**
TAX EXEMPT	**10.94**		**$0**	**0**	**497847**	**$0**	**$0.00**
AGRICULTURE	**20.67**		**$13,070**	**0**	**290545**	**$108,917**	**$0.32**
COMMERCIAL	**7.701**		**$314,360**	**0**	**335560**	**$1,036,436**	**$16.38**

EXHIBIT 6

BUT FOR ANALYSIS

As required by State Law, the City must undergo what is known as a "but for" analysis. This is a burden which the City must impose on all projects, which means the City must be confident that the project would not be able financially to proceed without the assistance of TIF funds. In order to do this the primary assumption to be made is to analyze the profit or return on investment to the Developer, with and without the use of TIF funds to give a comparison.
The same project cost are used in these assumptions as were used for project cost as reported in Exhibit 3 of the TIF Plan. Exhibit 3 has separated out the Reimbursable Cost from the Developer Cost. Exhibit 3 has estimates for building cost and additional site work that would not be eligible under the TIF, such as parking lots, finish grading and other final improvements. The building and other site cost are estimates based on the land planners projected highest and best of the site. The final building size and type will depend on the final user's size, design and specification.
This return on investment analysis removeas the varibles of the finish site cost and buildings so as to calculate the return on investment as if all land will be sold as a land development. Developer plans on doing both.

SUMMARY OF ALL PROJECT COST USED IN PLAN

COST WERE USED FROM EXHIBIT 3 AND ESTIMATES FOR LAND ONLY SALES		
PROJECT COST AS REPORTED EXHIBIT 3 REIMBURSABLE PROJECT COST		$30,867,495
LAND COST: Includes cost of 45 acres the Developer now owns, plus estimated cost of an additional 35-40 more*		$19,886,713
Marketing Cost	Advertising, Leasing commissions-Sales Commissions-Land only	$1,645,568
INTEREST CARRY COST 16 YEARS	Estimate for financing site cost above land sales revenue	$14,500,000
TOTAL PROJECT COST ADJUSTED TO ACTUAL PROJECTED COST-NO TIF ASSISTANCE		$66,899,776

Of the estimated 35-40 acres the Developer needs to purchase, it consist of 52 different owners that are mostly single family homes.

Of the estimated 45 acres the Developer now owns most all of it were large tracts an undeveloped.

RETURN ON INVESTMENT NO TIF ASSISTANCE

AVERAGE COST PER ACRE 63 ACRES OF NET SELLABLE AND USABLE LAND		$1,061,901
AVERAGE COST PER SQUARE FOOT OF LAND	2744280 Total Sq Ft	$24.38
ESTIMATED LAND VALUE PER SQUARE FOOT DEPENDING ON LOCATION*		$11.00
TOTAL ESTIMATED REVENUE FROM SELLING LAND		$30,187,080
LOSS ON INVESTMENT IN 83 ACRES WITH NET 63 ACRES ABLE TO BE SOLD USING AVERAGE SELLING PRICE		($36,712,696)
ESTIMATED PERCENTAGE LOSS ON INVESTMENT WITHOUT TIF ASSISTANCE		-55%

The market selling price for the area is not known at this time. Because of the improvements projected and the demand for the sites created by the redevelopment the value of the land in the future has not been established, however in the real estate business values for property have a general range due to the maximum retailers and business can pay for property in competition with other locations. Although the Developer will be, or projects to purchase a total of an estimated 83 acres the net sellable amount is an estimated

63 acres. The estimated 20 acres will be used for walking trails, streets and public right of ways, and storm detention areas.
The estimated price per square foot that the commercial frontage will sell for is about $10-12 per Sq Ft, for the second tier locations it will be less.
Some of the office land in the rear and apartment land will sell in the range of $4.00 per square foot. An average of $10.00 is used in the estimates.
See Exhibit 2 Site plan for useable land and public use and Exhibit 9.

RETURN ON INVESTMENT WITH TIF ASSISTANCE

COST TO DEVELOPER			$66,899,776
REIMBURSABLE PROJECT COST	See Exhibit 3		($30,867,495)
REIMBURSEMENT OF INTEREST FROM TIF	See Exhibit 3	See (2) note below	($7,151,579)
REIMBURSEMENT OF INTEREST FROM CID	See Exhibit 3		($9,149,469)
ADJUSTED COST TO DEVELOPER WITH TIF ASSISTANCE			$19,731,233
AVERAGE COST PER ACRE FOR 63 SELLABLE ACRES			$313,194
AVERAGE COST PER SQUARE FOOT OF LAND			$7.19
AVERAGE SELLING PRICE OF LAND PER SQUARE FOOT			$10
TOTAL ESTIMATED REVENUE FROM SELLING LAND			$30,187,080
TOTAL ESTIMATED PROFIT FROM SELLING LAND WITH TIF ASSISTANCE			$10,455,847
PROFIT MARGIN IN INVESTMENT TOTAL WITH TIF REIMBURSEMENT			15.63%

The Return on investment above uses the total Cost to Developer as the investment amount rather than the adjusted cost to the Developer since the Developer must invest the total cost and the reimburrsement portion from the TIF will be paid over time and is contiengent upon the TIF revnue, thus the true return on investment is calculated by using the Total cost to the Developer as the investment amount.

PROJECTED INVESTMENT WITH BUILDINGS

REIMBURSABLE PROJECT COST		TIF	$30,867,495
Land Cost		NON-TIF	$19,886,713
Buildings with infill		NON-TIF	$100,362,930
Apartment Building RPA 6		NON-TIF	$3,840,000
Site Prep Cost		NON-TIF	$8,405,238
Marketing Cost		NON-TIF	$14,588,032
Contingency		Part TIF	$3,757,634
(1)Interest Cost-6% 48 Months-Buildings-non TIF Cost(1)		NON-TIF	36,201,731
Interest on TIF Portion-14 yrs (2)	See Exhibit 15	Part -TIF	19,997,890
TOTAL			$237,907,663

(1) Interest is calculated for the construction period on the buildings and other private cost over a 48 month period. Assumptions are that they will be sold and or converted to a long term mortgage whereby the lease income would then fund interest cost.

(2) This is the estimated total carrying cost for the TIF reimbursable cost, which the Developer will have to totally fund. The amount that is reimburseable is being limited however to $7,151,579 from the TIF and the balance of $9,149,469 from the CID

EXHIBIT 7

DEVELOPER AFFIDAVIT

AFIDAVIT

STATE OF MISSOURI)
)ss
COUNTY OF Jasper)

The undersigned RKS Development, LLC. (the "Developers"), hereby attest as follows:

1. They have a contact to acquire certain real property located within the City limits of Joplin, Missouri, legally described and attached as Exhibit A.

2. On November 14, 2014, the Developers submitted a project proposal to the Tax Increment Financing Commission of the City of Joplin requesting the rights to develop the property in accordance with the proposal submitted and to negotiate a development agreement with the TIF Commission and the City of Joplin, where by a share of the new tax increments may be captured to fund excessive cost to redevelop the property described herein.

3. Without the financial assistance of the Tax Increment Financing Commission of the City of West Joplin, it is not reasonably anticipated that the Developers would undertake and complete the commercial development described in the project proposal.

By:_____
RKS Development, LLC.

IN WITNESS WHEREOF. Before has appeared Rodney Spriggs, known to me personally and/or has provided me sufficient documentation to confirm his identity and to be the person so authorized to sign this document. I have hereunto subscribed my name and affixed my official seal this 24th day of November, 2014.

By:_____
Notary Public

My commission expires:
11/27/2016

PRISCILLA CARDEN
Notary Public - Notary Seal
State of Missouri, Jasper County
My Commission Expires Nov. 27, 2016
Commission # 12418228

MAIN STREET TIF & CID EXHIBIT 8

FINANCIAL IMPACT ON TAXING DISTRICTS-SUMMARY

ALL RPAs END IN 16 YEARS TIF ENDS IN 16 YEARS

CUMULATIVE TOTAL OF TAX REVENUE BY TAXING DISTRICT PAID TOWARD TOTAL PROJECT COST-LIFE OF TIF

TAX REVENUE PAID BY DISTRICT TAX REVENUE PAID FOR PROJECT COST	PROPERTY TAX CUM-TOTAL	SALES TAX CUM-TOTAL	TOTAL ALL TAXES CUM-TOTAL	PERCENTAGE OF TOTAL TAXES
Newton County	$0	$4,770,303	$4,770,303	**10.13%**
Newton County Fair	$38,327	$0	$38,327	**0.08%**
Newton County Health Department	$191,634	$0	$191,634	**0.41%**
Newton County Mental Health	$316,209	$0	$316,209	**0.67%**
Joplin Special Road District	$849,361	$0	$849,361	**1.80%**
Joplin School District	$14,028,226	$0	$14,028,226	**29.80%**
SB 40-Sheltered Workshop	$229,978	$0	$229,978	**0.49%**
SOUTH MAIN STREET CID	$0	$13,885,570	$13,885,570	**29.50%**
City of Joplin	$1,633,945	$11,130,706	$12,764,651	**27.12%**
TOTAL	**$17,287,680**	**$29,786,579**	**$47,074,259**	**100.00%**

CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT COLLECTED BY DISTRICTS-NOT CAPTURED BY TIF

TAX REVENUE COLLECTED BY DISTRICT TAXES RETAINED BY TAXING DISTRICTS	PROPERTY TAX CUM-TOTAL	SALES TAX CUM-TOTAL	TOTAL ALL TAXES CUM-TOTAL	PERCENTAGE OF TOTAL TAXES
Newton County	$0	$5,089,529	$5,089,529	**23.35%**
Newton County Fair	$10,730	$0	$10,730	**0.05%**
Newton County Health Department	$53,652	$0	$53,652	**0.25%**
Newton County Mental Health	$88,526	$0	$88,526	**0.41%**
Joplin Special Road District	$237,755	$0	$237,755	**1.09%**
Joplin School District	$3,927,320	$0	$3,927,320	**18.02%**
SB 40-Sheltered Workshop	$64,382	$0	$64,382	**0.30%**
SOUTH MAIN STREET CID	$0	$0	$0	**0.00%**
City of Joplin	$457,436	$11,870,565	$12,328,001	**56.55%**
TOTAL	**$4,839,801**	**$16,960,094**	**$21,799,895**	**100.00%**

CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT PROJECTION OF REVENUE-NO TIF ASSUMPTION

TAX REVENUE COLLECTED BY DISTRICT NO TIF IN PLACE-16 YEAR PERIOD	PROPERTY TAX CUM-TOTAL	SALES TAX CUM-TOTAL	TOTAL ALL TAXES CUM-TOTAL	PERCENTAGE OF TOTAL TAXES
Newton County	$0	$98,046	$98,046	**6.52%**
Newton County Fair	$2,668	$0	$2,668	**0.18%**
Newton County Health Department	$13,340	$0	$13,340	**0.89%**
Newton County Mental Health	$22,011	$0	$22,011	**1.46%**
Joplin Special Road District	$59,123	$0	$59,123	**3.93%**
Joplin School District	$976,493	$0	$976,493	**64.90%**
SB 40-Sheltered Workshop	$16,008	$0	$16,008	**1.06%**
SOUTH MAIN STREET CID	$0	$0	$0	**0.00%**
City of Joplin	$113,737	$203,224	$316,961	**21.07%**
TOTAL	**$1,203,380**	**$301,270**	**$1,504,650**	**100.00%**

EXHIBIT 9

BUILD OUT SCHEDULE OF DEVELOPMENT

Development Schedule estimates total build out by 2018

	RPA 1 is anticipated to be developed in 2018			LAND CALCULATIONS			IMPROVEMENT VALUES					SALES			JOBS
RPA-1 NORTH OF 34TH STREET EAST OF MAIN							OFFICE	RETAIL	BUILDING	IMPRVT	TOTAL	ASSESSED	SALES	ANNUAL	
LISTING OF SITES FOR DEVELOPMENT				LAND	LAND	LAND	BUILDING	BUILDING		$7,700,000	VALUE	VALUE	SQ FT	SALES	
SITE #	USAGE	ACRES	DESCRIPTION	SQ FT	PRICE	VALUE	SQ FT	SQ FT	SQ FT						
1	Commercial Lot	1.74	Commercial	75,794	$ 5.00	$ 378,972		15000	$175	$ 2,625,000	$ 3,003,972	$961,271	$200	$3,000,000	15
2	Commercial Lot	1.55	Commercial	67,518	$ 5.00	$12,570,924		13500	$175	$ 2,362,500	$ 14,933,424	$4,778,696	$200	$2,700,000	14
3	Commercial Lot	1.19	Commercial	51,836	$ 5.00	$ 259,182		10000	$175	$ 1,750,000	$ 2,009,182	$642,938	$200	$2,000,000	10
4	TAX EXEMPT	1.05	Police Station	45,738											
	STREETS	0.25	STREETS	10,890						$ -	$ -				
TOTAL RPA-1		**5.78**		**251,777**		**$ 13,209,078**	**0**	**38500**		**$6,737,500**	**$19,946,578**	**$6,382,905**		**$7,700,000**	**39**
	RPA-2 is anticipated to be developed in 2016														
RPA-1 SOUTH OF 34TH & NORTH OF 37TH STREET EAST OF MAIN															
5	Commercial Lot	1.32	C-Store	57,499	$ 5.00	$287,496		7500	$175	$1,312,500	$1,599,996	$511,999	$250	$1,875,000	7.5
6	Commercial Lot	1.26	Retail	54,886	$ 5.00	$274,428		10000	$175	$1,750,000	$2,024,428	$647,817	$200	$2,000,000	10
7	Commercial Lot	1.27	Retail	55,321	$ 5.00	$276,606		10000	$175	$1,750,000	$2,026,606	$648,514	$200	$2,000,000	10
8	Commercial Lot	1.58	Restaurant	68,825	$ 5.00	$344,124		9500	$175	$1,662,500	$2,006,624	$642,120	$250	$2,375,000	10
9	Detention Area	1	Retail	43,560	$ 5.00			0	$0	$0	$0	$0	$0	$0	
10	Commercial Lot	15.5	Retail & Office 3 stor	675,180	$ 3.50	$2,363,130	108000	60933	$150	$25,339,950	$27,703,080	$8,864,986	$100	$6,093,300	331
11	Commercial Lot	2.43	Commercial	105,851	$ 4.00	$423,403		20000	$175	$3,500,000	$3,923,403	$1,255,489	$200	$4,000,000	20
	STREETS	1.5	STREETS	65,340											
TOTAL RPA 2		**25.86**		**1126461.6**		**3969187.2**	**108000**	**117933**		**35314950**	**$39,284,137**	**$12,570,924**		**$18,343,300**	**388**
	RPA-3 is anticipated to be developed in 2017														
RPA-3 SOUTH OF 37TH & NORTH OF 42ND STREET EAST OF MAIN															
12	Commercial Lot	4.1	Commercial 2 story	178,596	$ 3.50	$625,086	24500	24500	$150	$7,350,000	$7,975,086	$2,552,028	$200	$4,900,000	86
13	Commercial Lot	1.18	C-Store	51,401	$ 5.00	$257,004		5000	$125	$625,000	$882,004	$282,241	$300	$1,500,000	5
14	Commercial Lot	1.25	Restaurant	54,450	$ 5.00	$272,250		3500	$175	$612,500	$884,750	$283,120	$400	$1,400,000	3.5
	Parking-School	2.57	Parking Lost	111,949	$ -			0	$0	$0	$0	$0	$0	$0	
	School Property	6.75		294,030	$ -	$0	0	0	$0	$0	$0	$0	$0	$0	
TOTAL RPA 3		**15.85**		**690,426**		**$1,154,340**	**$24,500**	**$33,000**		**$8,587,500**	**$9,741,840**	**$3,117,389**		**$7,800,000**	**502**

RPA 4 is anticipated to be developed in 2019

RPA 4 NORTH OF 44TH SOUTH OF 42ND EAST OF MAIN

15	Commercial Lot	1.05	C-Store-Rest	45,738	$	5.00	$228,690		7500	$175	$1,312,500	$1,541,190	$493,181	$325	$2,437,500	8
16	Commercial Lot	1.32	Retail	57,499	$	5.00	$287,496		5000	$175	$875,000	$1,162,496	$371,999	$200	$1,000,000	5
17	Commercial Lot	1.04	Office-Retail	45,302	$	5.00	$226,512		5000	$175	$875,000	$1,101,512	$352,484	$100	$500,000	5
TOTAL RPA 4		**3.41**		**148539.6**			**$742,698**	**0**	**17500**		**$3,062,500**	**$3,805,198**	**$1,217,663**		**$3,937,500**	**18**

RPA 5 is anticipated to be developed in 2017

RPA 5 NORTH OF 42ND SOUTH OF 41ST WEST OF MAIN

18	Commercial Lot	1.14	C-Store-Rest	49,658	$	5.00	$248,292		7500	$175	$1,312,500	$1,560,792	$499,453	$325	$2,437,500	8
19	Commercial Lot	1	Retail	43,560	$	5.00	$217,800		5000	$175	$875,000	$1,092,800	$349,696	$200	$1,000,000	5
20	Commercial Lot	1	Office-Retail	43,560	$	5.00	$217,800		5000	$175	$875,000	$1,092,800	$349,696	$100	$500,000	5
21	Commercial Lot	0.52	Car Wash	22,651	$	5.00	$113,256		3000	$100	$300,000	$413,256	$132,242	$0	$0	3
TOTAL RPA 5		**3.66**		**159429.6**			**$797,148**	**0**	**20500**		**$3,362,500**	**$4,159,648**	**$1,331,087**		**$3,937,500**	**21**

RPA 6 is anticipated to be developed in 2016

RPA 6 NORTH OF 41ST STREET SOUTH OF 36TH COMMERCIAL WEST OF MAIN

22	Commercial Lot	0.96	Commercial	41,818	$	6.00	$250,906		2500	$175	$437,500	$688,406	$220,290	$200	$500,000	3
23	Commercial Lot	1.23	Fast Food	53,579	$	5.00	$267,894		3500	$175	$612,500	$880,394	$281,726	$400	$1,400,000	4
24	Commercial Lot	9.1	Retail Center	396,396	$	3.50	$1,387,386		86200	$125	$10,775,000	$12,162,386	$3,891,964	$200	$17,240,000	86
25	Commercial Lot	2.15	Restaurant	93,654	$	5.00	$468,270		7500	$175	$1,312,500	$1,780,770	$569,846	$400	$3,000,000	8
0	STREETS	3	STREETS	130,680												
26	Residential Lot	5.66	Apartments	246,550	$	2.50	$616,374		96	$40,000	$3,840,000	$4,456,374	$935,839	$0	$0	4
	OPEN SPACE	7.89	Walking Trail	343,688			$0			$0	$0		$0	$0	$0	
TOTAL RPA 6		**29.99**		**1,306,364**			**$2,990,830**	**0**	**99700**		**$16,977,500**	**$19,968,330**	**$5,899,664**		**$22,140,000**	**104**

TOTALS	ACRES	SQ FT	LAND VALUE	SQ FT	SQ FT	IMROV VALUE	TOTAL VALUE	ASSESSED VALUE	RETAIL SALES	JOBS
RPA 1	5.78	251,777	$ 13,209,078	0	38500	$6,737,500	$19,946,578	$6,382,905	$7,700,000	39
RPA 2	25.86	1126461.6	$3,969,187	108000	117933	$35,314,950	$39,284,137	$12,570,924	$18,343,300	388
RPA 3	15.85	690426	$1,154,340	24500	33000	$8,587,500	$9,741,840	$3,117,389	$7,800,000	502
RPA 4	3.41	148539.6	$742,698	0	17500	$3,062,500	$3,805,198	$1,217,663	$3,937,500	18
RPA 5	3.66	159429.6	$797,148	0	20500	$3,362,500	$4,159,648	$1,331,087	$3,937,500	21
RPA 6	29.99	1,306,364	$2,990,830	0	99700	$16,977,500	$19,968,330	$5,899,664	$22,140,000	104
TOTALS	84.55	3682998	$22,863,281	132500	327133	$74,042,450	$96,905,731	$30,519,633	$63,858,300	1070

TOTAL LAND VALUE AND IMPROVEMENT VALUES ARE BASED ON ESTIMATED VALUES WHICH MAY BE USED BY THE COUNTY ASSESSOR, USING CURRENT VALUES FOR LIKE IMPROVEMENTS.

ACTUAL COST OF IMPROVEMENTS AND LAND IS ESTIMATED TO BE HIGHER. TOTAL ACTUAL LAND AND IMPROVEMENT COST IS ESTIMATED AT $210,000,000. SEE EXHIBIT 6 FOR DETAILS.

MAIN STREET TIF ECONOMIC IMPACT

EXHIBIT 10

NO TIF

Property Taxes

Projections reflect an annual growth rate of .018% in value increase. The past five year average.

COMMERCIAL AREAS	CURRENT ASSESSED VALUE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
RPA 1 ASSESSED VALUE	$199,130	$199,130	$202,714	$206,363	$210,078	$213,859	$217,709	$221,627	$225,617	$229,678	$233,812	$238,021
RPA 2 ASSESSED VALUE	$377,095	$377,095	$383,883	$390,793	$397,827	$404,988	$412,278	$419,699	$427,253	$434,944	$442,773	$450,743
RPA 3 ASSESSED VALUE	$397,210	$397,210	$404,360	$411,638	$419,048	$426,591	$434,269	$442,086	$450,044	$458,144	$466,391	$474,786
RPA 4 ASSESSED VALUE	$115,750	$115,750	$117,834	$119,955	$122,114	$124,312	$126,549	$128,827	$131,146	$133,507	$135,910	$138,356
RPA 5 ASSESSED VALUE	$128,140	$128,140	$130,447	$132,795	$135,185	$137,618	$140,095	$142,617	$145,184	$147,797	$150,458	$153,166
RPA 6 ASSESSED VALUE	$219,780	$219,780	$223,736	$227,763	$231,863	$236,037	$240,285	$244,610	$249,013	$253,496	$258,059	$262,704
TOTAL ALL ASSESSED VALUE	$1,437,105	$1,437,105	$1,462,973	$1,489,306	$1,516,114	$1,543,404	$1,571,185	$1,599,467	$1,628,257	$1,657,566	$1,687,402	$1,717,775
TOTAL RESIDENTIAL & AGRICULTURAL ASSESSED VALUE	$1,128,025	$1,128,025	$1,148,329	$1,174,663	$1,201,470	$1,228,761	$1,256,542	$1,284,823	$1,313,614	$1,342,922	$1,372,758	$1,403,132
COMMERCIAL ASSESSED VALUE	$309,080	$309,080	$314,643	$314,643	$314,643	$314,643	$314,643	$314,643	$314,643	$314,643	$314,643	$314,643

Projections reflect an annual growth rate of .00925% in levy increases. The past five year average.

CURRENT TAX LEVIES												
COUNTY SUR CHARGE	$0.4000	$0.4000	$0.4037	$0.4074	$0.4112	$0.4150	$0.4188	$0.4227	$0.4266	$0.4306	$0.4346	$0.4386
TOTAL LEVY OF DISTRICTS	$4.5104	$4.5104	$4.5521	$4.5942	$4.6367	$4.6796	$4.7229	$4.7666	$4.8107	$4.8552	$4.9001	$4.9454
TOTAL TAX LEVY	**$4.9104**	**$4.9104**	**$4.9558**	**$5.0017**	**$5.0479**	**$5.0946**	**$5.1417**	**$5.1893**	**$5.2373**	**$5.2858**	**$5.3346**	**$5.3840**
TOTAL REVENUE TO TAXING DISTRICTS												
SURCHARGE ON COMMERCIAL PORTION	$0.4000	$1,236.32	$1,270.22	$1,281.97	$1,293.82	$1,305.79	$1,317.87	$1,330.06	$1,342.36	$1,354.78	$1,367.31	$1,379.96
BASELINE TAXES	$4.5104	$64,819.18	$66,596.30	$68,422.14	$70,298.03	$72,225.36	$74,205.52	$76,239.98	$78,330.21	$80,477.75	$82,684.17	$84,951.08
TOTAL TAX REVENUE	**$4.9104**	**$66,055.5**	**$67,866.5**	**$69,704.1**	**$71,591.9**	**$73,531.1**	**$75,523.4**	**$77,570.0**	**$79,672.6**	**$81,832.5**	**$84,051.5**	**$86,331.0**

TAX REVENUE TO EACH TAXING DISTRICT	LEVY	PERCENTAGE										
Newton County Fair	**$0.01**	**0.2217%**	$146.45	$150.47	$154.54	$158.73	$163.03	$167.44	$171.98	$176.64	$181.43	$186.35	$191.40
Newton County Health Department	**$0.05**	**1.1085%**	$732.26	$752.33	$772.70	$793.63	$815.13	$837.21	$859.90	$883.21	$907.15	$931.75	$957.02
Newton County Mental Health	**$0.0825**	**1.8291%**	$1,208.23	$1,241.35	$1,274.96	$1,309.49	$1,344.96	$1,381.40	$1,418.84	$1,457.30	$1,496.80	$1,537.39	$1,579.09
Joplin Special Road District	**$0.2216**	**4.9131%**	$3,245.37	$3,334.34	$3,424.63	$3,517.37	$3,612.65	$3,710.53	$3,811.09	$3,914.39	$4,020.51	$4,129.52	$4,241.52
Joplin School District	**$3.66**	**81.1458%**	$53,601.26	$55,070.82	$56,561.95	$58,093.78	$59,667.44	$61,284.06	$62,944.83	$64,650.95	$66,403.66	$68,204.25	$70,054.01
SB 40 Sheltered Workshop	**$0.06**	**1.3303%**	$878.71	$902.80	$927.25	$952.36	$978.15	$1,004.66	$1,031.88	$1,059.85	$1,088.58	$1,118.10	$1,148.43
City of Joplin	**$0.4263**	**9.4515%**	$6,243.23	$6,414.40	$6,588.08	$6,766.50	$6,949.79	$7,138.09	$7,331.52	$7,530.25	$7,734.39	$7,944.12	$8,159.57
TOTAL	**$4.5104**	**100.0000%**	**$66,055.50**	**$67,866.51**	**$69,704.10**	**$71,591.86**	**$73,531.15**	**$75,523.39**	**$77,570.04**	**$79,672.58**	**$81,832.53**	**$84,051.48**	**$86,331.04**
ESTIMATED TAX COLLECTED BY LOCAL TAXING DISTRICTS ANNUALLY			**$66,055.50**	**$67,866.51**	**$69,704.10**	**$71,591.86**	**$73,531.15**	**$75,523.39**	**$77,570.04**	**$79,672.58**	**$81,832.53**	**$84,051.48**	**$86,331.04**
ANNUAL INCREASE IN PROPERTY TAXES-1.8% ANNUAL INCREASE-NO TIF			**$0.00**	**$1,811.01**	**$1,837.59**	**$1,887.75**	**$1,939.29**	**$1,992.25**	**$2,046.65**	**$2,102.54**	**$2,159.96**	**$2,218.95**	**$2,279.56**

AN ANNUAL AVERAGE INCREASE OF $3,331 PER YEAR.

MAIN STREET TIF ECONOMIC IMPACT

EXHIBIT 10

NO TIF Property Taxes

Projections reflect an annual growth rate of .018% in value increase. The past five year average.

COMMERCIAL AREAS		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	CUMULATIVE TOTAL
RPA 1 ASSESSED VALUE		$242,305	$246,666	$251,106	$255,626	$260,228	$264,912	$269,680	$274,534	$279,476	$284,507	$289,628	$294,841	$5,612,116
RPA 2 ASSESSED VALUE		$458,856	$467,115	$475,523	$484,083	$492,796	$501,667	$510,697	$519,889	$529,247	$538,774	$548,472	$558,344	$10,627,736
RPA 3 ASSESSED VALUE		$483,332	$492,032	$500,889	$509,905	$519,083	$528,427	$537,938	$547,621	$557,478	$567,513	$577,728	$588,127	$11,194,640
RPA 4 ASSESSED VALUE		$140,847	$143,382	$145,963	$148,590	$151,265	$153,987	$156,759	$159,581	$162,453	$165,378	$168,354	$171,385	$3,262,203
RPA 5 ASSESSED VALUE		$155,923	$158,730	$161,587	$164,495	$167,456	$170,470	$173,539	$176,663	$179,843	$183,080	$186,375	$189,730	$3,611,392
RPA 6 ASSESSED VALUE		$267,432	$272,246	$277,146	$282,135	$287,213	$292,383	$297,646	$303,004	$308,458	$314,010	$319,662	$325,416	$6,194,099
TOTAL ALL ASSESSED VALUE		$1,748,695	$1,780,171	$1,812,215	$1,844,834	$1,878,041	$1,911,846	$1,946,259	$1,981,292	$2,016,955	$2,053,261	$2,090,219	$2,127,843	$40,502,186
TOTAL RESIDENTIAL & AGRICULTURAL ASSESSED VALUE		**$1,428,388**	**$1,454,099**	**$1,480,273**	**$1,506,918**	**$1,534,042**	**$1,561,655**	**$1,589,765**	**$1,618,380**	**$1,647,511**	**$1,677,166**	**$1,707,355**	**$1,738,088**	**$32,798,679**
COMMERCIAL ASSESSED VALUE		**$320,307**	**$326,073**	**$331,942**	**$337,917**	**$343,999**	**$350,191**	**$356,495**	**$362,912**	**$369,444**	**$376,094**	**$382,864**	**$389,755**	**$7,703,507**
CURRENT TAX LEVIES		Projections reflect an annual growth rate of .00925% in levy increases. The past five year average.												
COUNTY SUR CHARGE		$0.4426	$0.4467	$0.4509	$0.4550	$0.4592	$0.4635	$0.4678	$0.4721	$0.4765	$0.4809	$0.4853	$0.4898	
TOTAL LEVY OF DISTRICTS		$4.9912	$5.0373	$5.0839	$5.1309	$5.1784	$5.2263	$5.2747	$5.3234	$5.3727	$5.4224	$5.4725	$5.5232	
TOTAL TAX LEVY		$5.4338	$5.4841	$5.5348	$5.5860	$5.6377	$5.6898	$5.7424	$5.7955	$5.8492	$5.9033	$5.9579	$6.0130	
TOTAL REVENUE TO TAXING DISTRICTS														
SURCHARGE ON COMMERCIAL PORTION		$1,417.79	$1,456.66	$1,496.60	$1,537.63									$20,389.15
BASELINE TAXES		$87,280.14	$89,673.06	$92,131.58	$94,657.51									$1,182,992.03
TOTAL TAX REVENUE		**$88,697.94**	**$91,129.72**	**$93,628.18**	**$96,195.14**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,203,381.18**
TAX REVENUE TO EACH TAXING DISTRICT														CUMULATIVE TOTALS-15 YRS
	PERCENTAGE													
Newton County Fair	0.2217%	$196.65	$202.04	$207.58	$213.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,668.01
Newton County Health Department	1.1085%	$983.26	$1,010.22	$1,037.91	$1,066.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,340.07
Newton County Mental Health	1.8291%	$1,622.38	$1,666.86	$1,712.56	$1,759.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,011.12
Joplin Special Road District	4.9131%	$4,357.81	$4,477.29	$4,600.04	$4,726.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59,123.20
Joplin School District	81.1458%	$71,974.65	$73,947.94	$75,975.33	$78,058.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$976,493.24
SB 40 Sheltered Workshop	1.3303%	$1,179.91	$1,212.26	$1,245.50	$1,279.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,008.09
City of Joplin	9.4515%	$8,383.28	$8,613.12	$8,849.26	$9,091.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$113,737.45
TOTAL	100.0000%	**$88,697.94**	**$91,129.72**	**$93,628.18**	**$96,195.14**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,203,381.18**
		$88,698	**$91,130**	**93,628.18**	**96,195.14**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$1,203,381.18**
		$2,367	**$2,432**	**2,498.46**	**2,566.96**	**-96,195.14**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-$66,055.50**

MAIN STREET TIF ECONOMIC IMPACT

EXHIBIT 11

WITH TIF Property Taxes/PILOTs

Projections reflect an annual growth rate of .018% in assessed value

Newton County Fair COMMERCIAL AREAS	$0.0	$250.93	CURRENT ASSESSED VALUE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
RPA 1 ASSESSED VALUE			$199,130	$199,130	$202,714	$206,363	$210,078	$5,981,148	$6,088,809	$6,198,407	$6,309,979	$6,423,558	$6,539,182	$6,656,887
RPA 2 ASSESSED VALUE			$377,095	$377,095	$383,883	$12,570,924	$12,773,316	$13,003,236	$13,237,294	$13,475,565	$13,718,125	$13,965,052	$14,216,422	$14,472,318
RPA 3 ASSESSED VALUE			$397,210	$397,210	$404,360	$411,638	$3,117,389	$3,173,502	$3,230,625	$3,288,776	$3,347,974	$3,408,238	$3,469,586	$3,532,039
RPA 4 ASSESSED VALUE			$115,750	$115,750	$117,834	$119,955	$122,114	$1,287,359	$1,310,531	$1,334,121	$1,358,135	$1,382,582	$1,407,468	$1,432,803
RPA 5 ASSESSED VALUE			$128,140	$128,140	$130,447	$132,795	$1,331,087	$1,355,047	$1,379,437	$1,404,267	$1,429,544	$1,455,276	$1,481,471	$1,508,137
RPA 6 ASSESSED VALUE			$219,780	$219,780	$225,934	$5,899,664	$6,005,858	$6,113,963	$6,224,015	$6,336,047	$6,450,096	$6,566,198	$6,684,389	$6,804,708
TOTAL ALL ASSESSED VALUE			$1,437,105	$1,437,105	$1,465,171	$19,341,339	$23,559,841	$30,914,255	$31,470,711	$32,037,184	$32,613,853	$33,200,903	$33,798,519	$34,406,892
LESS BASELINE ASSESSED VALUE				$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105
NET INCREASE IN ASSESSED VALUE TO TIF				$0	$5,563	$17,904,234	$22,122,736	$29,477,150	$30,033,606	$30,600,079	$31,176,748	$31,763,798	$32,361,414	$32,969,787
TOTAL RESIDENTIAL & AGRICULTURAL ASSESSED VALUE			$1,128,025	$1,128,025	$1,150,527	$1,150,527	$1,128,025	$1,128,025	$1,128,025	$1,128,025	$1,128,025	$1,128,025	$1,128,025	$1,128,025
COMMERCIAL ASSESSED VALUE			$309,080	$309,080	$314,643	$17,563,947	$22,337,824	$29,978,416	$30,518,027	$31,067,351	$31,626,564	$32,195,842	$32,775,367	$33,365,324

Under the conditions of the TIF Plan, all assessed value on any residential property, partial or full will go to the taxing districts.

Projections reflect an annual growth rate of .00925% in levy increases. (TIF does not capture increase in levy) (State Law)

CURRENT TAX LEVIES														
COUNTY SUR CHARGE			$0.4000	$0.4000	$0.4037	$0.4074	$0.4112	$0.4150	$0.4188	$0.4227	$0.4266	$0.4306	$0.4346	$0.4386
TOTAL LEVY OF DISTRICTS			$4.5104	$4.5104	$4.5521	$4.5942	$4.6367	$4.6796	$4.7229	$4.7666	$4.8107	$4.8552	$4.9001	$4.9454
TOTAL TAX LEVY			**$4.9104**	**$4.9104**	**$4.9558**	**$5.0017**	**$5.0479**	**$5.0946**	**$5.1417**	**$5.1893**	**$5.2373**	**$5.2858**	**$5.3346**	**$5.3840**
TOTAL REVENUE TO TAXING DISTRICTS														
SURCHARGE ON COMMERCIAL PORTION			$0.4000	$1,236.32	$1,270.22	$71,561.53	$91,853.80	$124,412.41	$127,823.36	$131,327.83	$134,928.38	$138,627.64	$142,428.33	$146,333.22
TOTAL TAXES & PILOTS				$64,819.18	$66,696.35	$888,585.25	$1,092,405.03	$1,446,667.98	$1,486,330.55	$1,527,080.53	$1,568,947.74	$1,611,962.79	$1,656,157.17	$1,701,563.20
LESS INCREASE GOING TO TIF				$0.00	$250.93	$765,342.47	$955,613.81	$1,287,327.27	$1,311,665.91	$1,336,442.64	$1,361,665.35	$1,387,342.07	$1,413,480.97	$1,440,090.38
NET TAXES TO DISTRICTS, NOT INCLUDING SURCHARGE			$4.5104	$64,819.18	$66,445.41	$123,242.79	$136,791.22	$159,340.71	$174,664.65	$190,637.90	$207,282.39	$224,620.72	$242,676.20	$261,472.83
TOTAL TAX REVENUE TO TAXING DISTRICTS			**$4.9104**	**$66,055.5**	**$67,715.6**	**$194,804.3**	**$228,645.0**	**$283,753.1**	**$302,488.0**	**$321,965.7**	**$342,210.8**	**$363,248.4**	**$385,104.5**	**$407,806.0**
TAXES COLLECTED BY TIF				**$0.00**	**$250.93**	**$765,342.47**	**$955,613.81**	**$1,287,327.27**	**$1,311,665.91**	**$1,336,442.64**	**$1,361,665.35**	**$1,387,342.07**	**$1,413,480.97**	**$1,440,090.38**
TAX REVENUE TO EACH TAXING DISTRICT														
	LEVY	**PERCENTAGE**												
Newton County Fair	**$0.01**	**0.2217%**		$146.45	$150.13	$431.90	$506.93	$629.11	$670.65	$713.83	$758.71	$805.36	$853.81	$904.15
Newton County Health Department	**$0.05**	**1.1085%**		$732.26	$750.66	$2,159.50	$2,534.64	$3,145.54	$3,353.23	$3,569.15	$3,793.57	$4,026.79	$4,269.07	$4,520.73
Newton County Mental Health	**$0.0825**	**1.8291%**		$1,208.23	$1,238.59	$3,563.18	$4,182.16	$5,190.15	$5,532.83	$5,889.09	$6,259.40	$6,644.20	$7,043.97	$7,459.21
Joplin Special Road District	**$0.2216**	**4.9131%**		$3,245.37	$3,326.93	$9,570.91	$11,233.54	$13,941.05	$14,861.51	$15,818.47	$16,813.12	$17,846.72	$18,920.53	$20,035.88
Joplin School District	**$3.66**	**81.1458%**		$53,601.26	$54,948.39	$158,075.51	$185,535.82	$230,253.73	$245,456.30	$261,261.65	$277,689.65	$294,760.78	$312,496.13	$330,917.46
SB 40 Sheltered Workshop	**$0.06**	**1.3303%**		$878.71	$900.79	$2,591.40	$3,041.57	$3,774.65	$4,023.87	$4,282.98	$4,552.29	$4,832.14	$5,122.89	$5,424.88
City of Joplin	**$0.4263**	**9.4515%**		$6,243.23	$6,400.14	$18,411.91	$21,610.36	$26,818.90	$28,589.62	$30,430.56	$32,344.02	$34,332.38	$36,398.12	$38,543.75
TOTAL	**$4.5104**	**100.0000%**		**$66,055.50**	**$67,715.63**	**$194,804.31**	**$228,645.02**	**$283,753.12**	**$302,488.01**	**$321,965.73**	**$342,210.77**	**$363,248.37**	**$385,104.53**	**$407,806.04**
ESTIMATED TAX COLLECTED BY LOCAL TAXING DISTRICTS				**$66,055.50**	**$67,715.63**	**$194,804.31**	**$228,645.02**	**$283,753.12**	**$302,488.01**	**$321,965.73**	**$342,210.77**	**$363,248.37**	**$385,104.53**	**$407,806.04**
				$0.00	**$1,660.12**	**$128,748.81**	**$162,589.52**	**$217,697.62**	**$236,432.50**	**$255,910.22**	**$276,155.26**	**$297,192.86**	**$319,049.02**	**$341,750.54**

ANNUAL INCREASE IN PROPERTY TAXES-245% WITH TIF OVER EXHIBIT 10 PROJECTIONS WITH NO TIF. TOTAL INCREASE IS PROJECTED TO BE $3,452,237 OR AN ANNUAL AVERAGE OF $215,765.

Increase is resulting from levy increases and reclassification of property to commercial, thus granting taxing districts the ability to collect the Sur-Charge. TIF cannot collect Sur Charge or any increase in the tax levies.

MAIN STREET TIF ECONOMIC IMPACT

EXHIBIT 11 **EXHIBIT 11 PAGE 2**

WITH TIF **Property Taxes/PILOTs**

Projections reflect an annual growth rate of .018% in assessed value

COMMERCIAL AREAS		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	CUMULATIVE TOTAL
RPA 1 ASSESSED VALUE		$6,776,711	$6,898,692	$7,022,869	$7,149,280	$7,277,967	$7,408,971	$7,542,332	$7,678,094	$7,816,300	$7,956,993	$8,100,219	$8,246,023	$134,890,709
RPA 2 ASSESSED VALUE		$14,732,820	$14,998,011	$15,267,975	$15,542,798	$15,822,569	$16,107,375	$16,397,308	$16,692,459	$16,992,923	$17,298,796	$17,610,174	$17,927,158	$317,583,594
RPA 3 ASSESSED VALUE		$3,595,615	$3,660,336	$3,726,222	$3,793,294	$3,861,574	$3,931,082	$4,001,842	$4,073,875	$4,147,204	$4,221,854	$4,297,848	$4,375,209	$75,467,293
RPA 4 ASSESSED VALUE		$1,458,593	$1,484,848	$1,511,575	$1,538,783	$1,566,481	$1,594,678	$1,623,382	$1,652,603	$1,682,350	$1,712,632	$1,743,460	$1,774,842	$29,332,878
RPA 5 ASSESSED VALUE		$1,535,284	$1,562,919	$1,591,051	$1,619,690	$1,648,845	$1,678,524	$1,708,737	$1,739,495	$1,770,806	$1,802,680	$1,835,128	$1,868,161	$32,096,968
RPA 6 ASSESSED VALUE		$6,927,193	$7,051,882	$7,178,816	$7,308,035	$7,439,580	$7,573,492	$7,709,815	$7,848,592	$7,989,866	$8,133,684	$8,280,090	$8,429,132	$149,400,828
TOTAL ALL ASSESSED VALUE		$35,026,216	$35,656,688	$36,298,508	$36,951,882	$37,617,016	$38,294,122	$38,983,416	$39,685,117	$40,399,450	$41,126,640	$41,866,919	$42,620,524	$738,772,269
LESS BASELINE ASSESSED VALUE		$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,437,105	$1,342,653,829
NET INCREASE IN ASSESSED VALUE TO TIF		$33,589,111	$34,219,583	$34,861,403	$35,514,777	$36,179,911	$36,857,017	$37,546,311	$38,248,012	$38,962,345	$39,689,535	$40,429,814	$41,183,419	$2,367,724,065
TOTAL RESIDENTIAL & AGRICULTURAL ASSESSED VALUE		**$1,139,305**	**$1,159,812**	**$1,180,689**	**$1,201,942**	**$1,223,576**	**$1,245,601**	**$1,268,022**	**$1,290,846**	**$1,314,081**	**$1,337,735**	**$1,361,814**	**$1,386,327**	**$26,294,350**
COMMERCIAL ASSESSED VALUE		**$33,886,911**	**$34,496,876**	**$35,117,819**	**$35,749,940**	**$36,393,439**	**$37,048,521**	**$37,715,394**	**$38,394,271**	**$39,085,368**	**$39,788,905**	**$40,505,105**	**$41,234,197**	**$712,516,696**
		Under the conditions of the TIF Plan, all assessed value on any residential property, partial or full will go to the taxing districts.												
CURRENT TAX LEVIES		Projections reflect an annual growth rate of .00925% in levy increases. (TIF does not capture increase in levy) (State Law)												
COUNTY SUR CHARGE		$0.4426	$0.4467	$0.4509	$0.4550	$0.4592	$0.4635	$0.4678	$0.4721	$0.4765	$0.4809	$0.4853	$0.4898	
TOTAL LEVY OF DISTRICTS		$4.9912	$5.0373	$5.0839	$5.1309	$5.1784	$5.2263	$5.2747	$5.3234	$5.3727	$5.4224	$5.4725	$5.5232	
TOTAL TAX LEVY		$5.4338	$5.4841	$5.5348	$5.5860	$5.6377	$5.6898	$5.7424	$5.7955	$5.8492	$5.9033	$5.9579	$6.0130	
TOTAL REVENUE TO TAXING DISTRICTS														
SURCHARGE ON COMMERCIAL PORTION		$149,995.53	$154,107.88	$158,332.98	$162,673.92									$1,738,370.44
TOTAL TAXES & PILOTS		$1,748,214.11	$1,796,144.02	$1,845,388.01	$1,895,982.09									
LESS INCREASE GOING TO TIF		$1,463,616.06	$1,491,127.89	$1,519,134.94	$1,547,646.12									$17,295,469.63
NET TAXES TO DISTRICTS, NOT INCLUDING SURCHARGE		$284,598.05	$305,016.13	$326,253.07	$348,335.97									$3,101,474.39
TOTAL TAX REVENUE TO TAXING DISTRICTS		**$434,593.58**	**$459,124.01**	**$484,586.05**	**$511,009.89**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$4,839,844.83
TAXES COLLECTED BY TIF		**$1,463,616.06**	**$1,491,127.89**	**$1,519,134.94**	**$1,547,646.12**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$17,295,469.63
TAX REVENUE TO EACH TAXING DISTRICT														
	PERCENTAGE													
Newton County Fair	0.2217%	$963.54	$1,017.92	$1,074.37	$1,132.96									$10,730.41
Newton County Health Department	1.1085%	$4,817.68	$5,089.62	$5,371.87	$5,664.80									$53,652.06
Newton County Mental Health	1.8291%	$7,949.18	$8,397.87	$8,863.59	$9,346.91									$88,525.90
Joplin Special Road District	4.9131%	$21,351.97	$22,557.17	$23,808.15	$25,106.37									$237,785.92
Joplin School District	81.1458%	$352,654.42	$372,559.84	$393,221.21	$414,663.04									$3,927,330.63
SB 40 Sheltered Workshop	1.3303%	$5,781.22	$6,107.54	$6,446.25	$6,797.75									$64,382.47
City of Joplin	9.4515%	$41,075.57	$43,394.06	$45,800.60	$48,298.05									$457,437.45
TOTAL	100.0000%	**$434,593.58**	**$459,124.01**	**$484,586.05**	**$511,009.89**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$4,839,844.83**
ESTIMATED TAX COLLECTED BY LOCAL TAXING DISTRICTS		**$434,593.58**	**$459,124.01**	**$484,586.05**	**$511,009.89**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$4,839,844.83
ANNUAL INCREASE IN PROPERTY TAXES-245% WITH TIF OVER EXHIBIT 10 PROJE		**$368,538.08**	**$393,068.51**	**$418,530.54**	**$444,954.38**									$3,849,012.28

ASSUMPTIONS-NO TIF ASSUMPTIONS-City Tax Levies not renewed by Voters

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF .25% IS NOT RENEW BY VOTERS IN 2021 & the CAPITAL IMPROVEMENT tax of .375% in 2025

YEARS		CURRENT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REDEVELOPMENT PROJECT AREA I ONLY		ANNUAL	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy
ACTIVATED TIF AREA		SALES	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.375%	2.375%	2.375%	2.000%
RPA 1	Projected Sales at 1% Annual Grow	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 2	Projected Sales at 1% Annual Grow	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 3	Projected Sales at 1% Annual Grow	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 4	Projected Sales at 1% Annual Grow	$0	$500,000	$505,000	$510,050	$515,151	$520,302	$525,505	$530,760	$536,068	$541,428	$546,843	$552,311	$557,834
RPA 5	Projected Sales at 1% Annual Grow	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 6	Projected Sales at 1% Annual Grow	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL SALES		**$0**	**$500,000**	**$505,000**	**$510,050**	**$515,151**	**$520,302**	**$525,505**	**$530,760**	**$536,068**	**$541,428**	**$546,843**	**$552,311**	**$557,834**

PROJECTED EATS WHICH THE TIF WILL CAPTURE (50% OF THE INCREASE OVER THE BASELINE)													
CITY OF JOPLIN	**NONE**	**INCREASE ONLY**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NEWTON COUNTY	**NONE**	**INCREASE ONLY**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MAIN STREET CID	**NONE**	**INCREASE ONLY**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL CAPTURED BY TIF			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS											
CITY OF JOPLIN	**1.75% TO 2.625%**	$13,256	$13,389	$13,523	$13,658	$13,795	$13,932	$14,072	$12,859	$12,988	$13,117	$11,157
NEWTON COUNTY	**1.125%**	$5,681	$5,738	$5,795	$5,853	$5,912	$5,971	$6,031	$6,091	$6,152	$6,213	$6,276
MAIN STREET CID	**NOT ACTIVATED**	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RETAINED BY TAXING DISTRICTS		**$18,938**	**$19,127**	**$19,318**	**$19,511**	**$19,706**	**$19,904**	**$20,103**	**$18,950**	**$19,139**	**$19,331**	**$17,432**

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.375 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue without the renewal of the taxes.

ASSUMPTIONS-City Tax Levies not renewed by Voters

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF .25% IS NOT RENEW BY VOTERS IN 2022													CUMULATIVE
YEARS		**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**TOTALS**
REDEVELOPMENT PROJECT AREA I ONLY		City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	
ACTIVATED TIF AREA		2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	
RPA 1	Projected Sales at 1% Annual Growth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 2	Projected Sales at 1% Annual Growth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 3	Projected Sales at 1% Annual Growth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 4	Projected Sales at 1% Annual Growth	$563,413	$569,047	$574,737	$580,484	$586,289	$592,152	$598,074	$604,054	$610,095	$616,196	$622,358	$628,582	$13,486,732
RPA 5	Projected Sales at 1% Annual Growth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RPA 6	Projected Sales at 1% Annual Growth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NET NEW SALES SUBJECT TO TIF		**$563,413**	**$569,047**	**$574,737**	**$580,484**	**$586,289**	**$592,152**	**$598,074**	**$604,054**	**$610,095**	**$616,196**	**$622,358**	**$628,582**	$13,486,732
														$0
PROJECTED EATS WHICH THE TIF WILL CAPTURE (50% OF THE INCREASE OVER THE BASELINE)														$0
CITY OF JOPLIN	**NONE**													$0
NEWTON COUNTY	**NONE**													$0
MAIN STREET CID	**NONE**													$0
TOTAL CAPTURED BY TIF		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
														$0
TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS														$0
CITY OF JOPLIN	**1.75% TO 2.625%**	$11,268	$11,381	$11,495	$11,610	$11,726								$203,224
NEWTON COUNTY	**1.125%**	$6,338	$6,402	$6,466	$6,530	$6,596								$98,046
MAIN STREET CID	**NOT ACTIVATED**													$0
TOTAL RETAINED BY TAXING DISTRICTS		**$17,607**	**$17,783**	**$17,961**	**$18,140**	**$18,322**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$301,271
														$0

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.25 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue without the renewal of the taxes.

ASSUMPTIONS-TIF activated in 2015-no levy renewal by City Voters

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF .25% IS NOT RENEWED BY VOTERS IN 2021 & THE CAPITAL IMPROVEMENT TAX of .375% IN 2025.

YEARS		CURRENT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REDEVELOPMENT PROJECT AREA I ONLY	ANNUAL	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy
ACTIVATED TIF AREA	SALES	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.375%	2.375%	2.375%	2.000%
RPA 1	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$0	$7,700,000	$7,777,000	$7,854,770	$7,933,318	$8,012,651	$8,092,777	$8,173,705
RPA 2	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$14,343,300	$14,486,733	$14,631,600	$14,777,916	$14,925,695	$15,074,952	$15,225,702	$15,377,959	$15,531,739
RPA 3	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$11,800,000	$11,918,000	$12,037,180	$12,157,552	$12,279,127	$12,401,919	$12,525,938	$12,651,197
RPA 4	Projected Sales at 1% Annual Grov	$0	$500,000	$505,000	$510,050	$515,151	$520,302	$3,937,500	$3,976,875	$4,016,644	$4,056,810	$4,097,378	$4,138,352	$4,179,736
RPA 5	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$3,937,500	$3,976,875	$4,016,644	$4,056,810	$4,097,378	$4,138,352	$4,179,736	$4,221,533
RPA 6	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$22,140,000	$22,361,400	$22,585,014	$22,810,864	$23,038,973	$23,269,363	$23,502,056	$23,737,077	$23,974,447
LESS 2014 BASE LINE	Projected Baseline Gross Sales	$0	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
NET NEW SALES SUBJECT TO TIF		**$0**	**$0**	**$5,000**	**$10,050**	**$36,498,451**	**$52,605,935**	**$64,248,989**	**$64,896,479**	**$65,550,444**	**$66,210,948**	**$66,878,058**	**$67,551,839**	**$68,232,357**

PROJECTED EATS WHICH THE TAXING DISTRICTS WILL RETAIN (BASELINE PLUS 50% OF INCREASE)

CITY OF JOPLIN	2.625% current levy	base plus 50% of increas	$13,191	$13,257	$492,167	$703,578	$856,393	$864,891	$873,475	$798,130	$806,052	$814,053	$692,324
NEWTON COUNTY	1.125% current levy	base plus 50% of increas	$5,653	$5,682	$210,929	$301,533	$367,026	$370,668	$374,346	$378,062	$381,814	$385,604	$389,432
MAIN STREET CID	1% projected levy	50% of increase	$0	$50	$182,492	$263,030	$321,245	$324,482	$327,752	$331,055	$334,390	$337,759	$341,162
TOTAL CAPTURED BY TIF			**$18,844**	**$18,989**	**$885,588**	**$1,268,141**	**$1,544,663**	**$1,560,041**	**$1,575,573**	**$1,507,246**	**$1,522,256**	**$1,537,416**	**$1,422,917**

PROJECTED EATS TO BE CAPTURE BY TIF (50% OF INCREASE)

CITY OF JOPLIN	2.625% CURRENT LEVY	$131	$132	$479,042	$690,453	$843,268	$851,766	$860,350	$744,873	$752,378	$759,958	$597,033
NEWTON COUNTY	1.125% CURRENT LEVY	$56	$57	$205,304	$295,908	$361,401	$365,043	$368,721	$372,437	$376,189	$379,979	$383,807
MAIN STREET CID	PROJECTED 1% LEVY IF ACTIVATED	$0	$50	$182,492	$263,030	$321,245	$324,482	$327,752	$331,055	$334,390	$337,759	$341,162
TOTAL RETAINED BY TAXING DISTRICTS		**$188**	**$239**	**$866,838**	**$1,249,391**	**$1,525,913**	**$1,541,291**	**$1,556,823**	**$1,448,364**	**$1,462,958**	**$1,477,696**	**$1,322,002**

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.375 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue without the renewal of the taxes.

SALES TAX REVENUE-WITH TIF-NO RENEWAL OF CITY LEVIES

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF .25% IS NOT RENEWED BY VOTERS IN 2021 & THE CAPITAL IMPROVEMENT TAX of .375% IN 2025.

YEARS		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	CUMULATIVE TOTALS
REDEVELOPMENT PROJECT AREA I ONLY		City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	
ACTIVATED TIF AREA		2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	
RPA 1	Projected Sales at 1% Annual Growth	$8,255,442	$8,337,997	$8,421,377	$8,505,590	$8,590,646	$8,676,553	$8,763,318	$8,850,951	$8,939,461	$9,028,856	$9,119,144	$9,210,336	$160,243,892
RPA 2	Projected Sales at 1% Annual Growth	$15,687,056	$15,843,927	$16,002,366	$16,162,389	$16,324,013	$16,487,253	$16,652,126	$16,818,647	$16,986,834	$17,156,702	$17,328,269	$17,501,552	$333,326,732
RPA 3	Projected Sales at 1% Annual Growth	$12,777,709	$12,905,486	$13,034,541	$13,164,886	$13,296,535	$13,429,501	$13,563,796	$13,699,434	$13,836,428	$13,974,792	$14,114,540	$14,255,686	$259,824,247
RPA 4	Projected Sales at 1% Annual Growth	$4,221,533	$4,263,748	$4,306,386	$4,349,450	$4,392,944	$4,436,874	$4,481,242	$4,526,055	$4,571,315	$4,617,028	$4,663,199	$4,709,831	$84,493,402
RPA 5	Projected Sales at 1% Annual Growth	$4,263,748	$4,306,386	$4,349,450	$4,392,944	$4,436,874	$4,481,242	$4,526,055	$4,571,315	$4,617,028	$4,663,199	$4,709,831	$4,756,929	$86,699,828
RPA 6	Projected Sales at 1% Annual Growth	$24,214,192	$24,456,334	$24,700,897	$24,947,906	$25,197,385	$25,449,359	$25,703,853	$25,960,891	$26,220,500	$26,482,705	$26,747,532	$27,015,007	$514,515,756
LESS 2014 BASE LINE S	Projected Baseline Gross Sales	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$12,000,000
NET NEW SALES SUBJECT TO TIF		**$68,919,680**	**$69,613,877**	**$70,315,016**	**$71,023,166**	**$71,738,398**	**$72,460,782**	**$73,190,390**	**$73,927,294**	**$74,671,567**	**$75,423,282**	**$76,182,515**	**$76,949,340**	$1,427,103,857
														$0
PROJECTED EATS WHICH THE TAXING DISTRICTS WILL RETAIN (BASELINE PLUS 50% OF INCREASE)														$0
CITY OF JOPLIN	**2.625% current levy** base plus 50%	$699,197	$706,139	$713,150	$720,232									$9,766,227
NEWTON COUNTY	**1.125% current levy** base plus 50%	$393,298	$397,203	$401,147	$405,130									$4,767,527
MAIN STREET CID	**1% projected levy** 50% of increas	$344,598	$348,069	$351,575	$355,116									$4,162,776
TOTAL CAPTURED BY TIF		**$1,437,093**	**$1,451,411**	**$1,465,872**	**$1,480,478**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$18,696,531
														$0
PROJECTED EATS TO BE CAPTURE BY TIF (50% OF INCREASE)														$0
CITY OF JOPLIN	**2.625% CURRENT LEVY**	$603,047	$609,121	$615,256	$621,453									$9,028,262
NEWTON COUNTY	**1.125% CURRENT LEVY**	$387,673	$391,578	$395,522	$399,505									$4,683,180
MAIN STREET CID	**1.125% CURRENT LEVY**	$344,598	$348,069	$351,575	$355,116									$4,162,776
TOTAL RETAINED BY TAXING DISTRICTS		**$1,335,319**	**$1,348,769**	**$1,362,353**	**$1,376,074**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$17,874,219
														$0

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.375 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue without the renewal of the taxes.

ASSUMPTIONS-TIF activated in 2015-levies renewal by City Voters

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF 1/4% IS RENEW BY VOTERS IN 2021 & THE TRANSPORTATION TAX IN 2025

YEARS		CURRENT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
REDEVELOPMENT PROJECT AREA I ONLY	ANNUAL	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy
ACTIVATED TIF AREA	SALES	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%
RPA 1	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$0	$7,700,000	$7,777,000	$7,854,770	$7,933,318	$8,012,651	$8,092,777	$8,173,705
RPA 2	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$14,343,300	$14,486,733	$14,631,600	$14,777,916	$14,925,695	$15,074,952	$15,225,702	$15,377,959	$15,531,739
RPA 3	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$11,800,000	$11,918,000	$12,037,180	$12,157,552	$12,279,127	$12,401,919	$12,525,938	$12,651,197
RPA 4	Projected Sales at 1% Annual Grov	$0	$500,000	$505,000	$510,050	$515,151	$520,302	$3,937,500	$3,976,875	$4,016,644	$4,056,810	$4,097,378	$4,138,352	$4,179,736
RPA 5	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$0	$3,937,500	$3,976,875	$4,016,644	$4,056,810	$4,097,378	$4,138,352	$4,179,736	$4,221,533
RPA 6	Projected Sales at 1% Annual Grov	$0	$0	$0	$0	$22,140,000	$22,361,400	$22,585,014	$22,810,864	$23,038,973	$23,269,363	$23,502,056	$23,737,077	$23,974,447
LESS 2014 BASE LINE	Projected Baseline Gross Sales	$0	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
NET NEW SALES SUBJECT TO TIF		**$0**	**$0**	**$5,000**	**$10,050**	**$36,498,451**	**$52,605,935**	**$64,248,989**	**$64,896,479**	**$65,550,444**	**$66,210,948**	**$66,878,058**	**$67,551,839**	**$68,232,357**

PROJECTED EATS WHICH THE TAXING DISTRICTS WILL RETAIN													
CITY OF JOPLIN	2.625% current levy	base plus 50% of increas	$13,125	$13,257	$492,167	$703,578	$856,393	$864,891	$873,475	$880,894	$889,650	$898,493	$907,425
NEWTON COUNTY	1.125% current levy	base plus 50% of increas	$5,625	$5,682	$210,929	$301,533	$367,026	$370,668	$374,346	$378,062	$381,814	$385,604	$389,432
MAIN STREET CID	1% projected levy	50% of increase 5% allowance for	$0	$2,423	$175,743	$252,253	$307,558	$310,633	$313,740	$316,877	$320,046	$323,246	$326,479
TOTAL CAPTURED BY TIF			**$18,750**	**$21,361**	**$878,839**	**$1,257,364**	**$1,530,976**	**$1,546,192**	**$1,561,560**	**$1,575,832**	**$1,591,509**	**$1,607,343**	**$1,623,335**

PROJECTED EATS TO BE CAPTURE BY TIF												
CITY OF JOPLIN	2.625% CURRENT LEVY	$131	$132	$479,042	$690,453	$843,268	$851,766	$860,350	$869,019	$877,775	$886,618	$895,550
NEWTON COUNTY	1.125% CURRENT LEVY	$56	$57	$205,304	$295,908	$361,401	$365,043	$368,721	$372,437	$376,189	$379,979	$383,807
MAIN STREET CID	1% projected levy	$0	$2,550	$184,992	$265,530	$323,745	$326,982	$330,252	$333,555	$336,890	$340,259	$343,662
TOTAL RETAINED BY TAXING DISTRICTS		**$188**	**$2,739**	**$869,338**	**$1,251,891**	**$1,528,413**	**$1,543,791**	**$1,559,323**	**$1,575,010**	**$1,590,854**	**$1,606,856**	**$1,623,018**

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.375 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue with the renewal of the taxes.

ASSUMPTIONS-TIF activated in 2015-levies renewal by City Voters

ASSUMPTIONS THAT THE CITY PARKS AND STORM WATER LEVY OF 1/4% IS RENEW BY VOTERS IN 2022

YEARS		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	TOTALS
REDEVELOPMENT PROJECT AREA I ONLY		City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	City Levy	
ACTIVATED TIF AREA		2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	2.625%	
RPA 1	Projected Sales at 1% Annual Growth	$8,255,442	$8,337,997	$8,421,377	$8,505,590	$8,590,646	$8,676,553	$8,763,318	$8,850,951	$8,939,461	$9,028,856	$9,119,144	$9,210,336	$97,655,273
RPA 2	Projected Sales at 1% Annual Growth	$15,687,056	$15,843,927	$16,002,366	$16,162,389	$16,324,013	$16,487,253	$16,652,126	$16,818,647	$16,986,834	$17,156,702	$17,328,269	$17,501,552	$214,395,348
RPA 3	Projected Sales at 1% Annual Growth	$12,777,709	$12,905,486	$13,034,541	$13,164,886	$13,296,535	$13,429,501	$13,563,796	$13,699,434	$13,836,428	$13,974,792	$14,114,540	$14,255,686	$162,950,071
RPA 4	Projected Sales at 1% Annual Growth	$4,221,533	$4,263,748	$4,306,386	$4,349,450	$4,392,944	$4,436,874	$4,481,242	$4,526,055	$4,571,315	$4,617,028	$4,663,199	$4,709,831	$52,487,858
RPA 5	Projected Sales at 1% Annual Growth	$4,263,748	$4,306,386	$4,349,450	$4,392,944	$4,436,874	$4,481,242	$4,526,055	$4,571,315	$4,617,028	$4,663,199	$4,709,831	$4,756,929	$54,374,229
RPA 6	Projected Sales at 1% Annual Growth	$24,214,192	$24,456,334	$24,700,897	$24,947,906	$25,197,385	$25,449,359	$25,703,853	$25,960,891	$26,220,500	$26,482,705	$26,747,532	$27,015,007	$330,935,908
LESS 2014 BASE LINE S	Projected Baseline Gross Sales	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$8,500,000
NET NEW SALES SUBJECT TO TIF		**$68,919,680**	**$69,613,877**	**$70,315,016**	**$71,023,166**	**$71,738,398**	**$72,460,782**	**$73,190,390**	**$73,927,294**	**$74,671,567**	**$75,423,282**	**$76,182,515**	**$76,949,340**	$904,298,688
														$0
PROJECTED EATS WHICH THE TAXING DISTRICTS WILL RETAIN														$0
CITY OF JOPLIN	**2.625% current levy** base plus 50%	$917,696	$926,807	$936,010	$945,304	$751,404								$11,870,568
NEWTON COUNTY	**1.125% current levy** base plus 50%	$393,298	$397,203	$401,147	$405,130	$322,030								$5,089,529
MAIN STREET CID	**1% projected levy**	$329,743	$333,041	$336,371	$339,735	$645,187	$729,608	$736,904	$744,273	$751,716	$759,233	$766,825	$538,964	$9,660,597
TOTAL CAPTURED BY TIF		**$1,640,737**	**$1,657,051**	**$1,673,528**	**$1,690,169**	**$1,718,622**	**$729,608**	**$736,904**	**$744,273**	**$751,716**	**$759,233**	**$766,825**	**$448,692**	$21,593,171
														$0
PROJECTED EATS TO BE CAPTURE BY TIF														$0
CITY OF JOPLIN	**2.625% CURRENT LEVY**	$904,571	$913,682	$922,885	$932,179	$203,287								$11,130,706
NEWTON COUNTY	**1.125% CURRENT LEVY**	$387,673	$391,578	$395,522	$399,505	$87,123								$4,770,303
MAIN STREET CID	1% projected levy	$347,098	$350,569	$354,075	$357,616	$77,197								$4,274,973
TOTAL RETAINED BY TAXING DISTRICTS		**$1,639,342**	**$1,655,830**	**$1,672,482**	**$1,689,300**	**$367,607**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$20,175,983
														$0

City has two sales taxes that have sunset provisions. One is the storm water levy of $.25 in 2022 and the other is the capital improvement tax of $.375 in 2025. Voters renewed this tax in 2014 for ten years. Projections show revenue with the renewal of the taxes.

* The amount which is projected for the CID to retain is based on 50% of the total revenue, less operating cost, which is estimated to be 1.25%.

COMBINED TIF REVENUE AND OTHER REVENUE SOURCES
PROFORMA CASH FLOW OF REIMBURSABLE PROJECT COST

REVENUE SOURCES		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PILOT'S (Property Tax)		$0.00	$346.20	$765,342.47	$955,613.81	$1,287,327.27	$1,311,665.91	$1,336,442.64	$1,361,665.35	$1,387,342.07	$1,413,480.97	$1,440,090.38
EAT'S (Sales Tax 50% of increase)	$0.00	$188.00	$2,739.00	$869,338.00	$1,251,891.00	$1,528,413.00	$1,543,791.00	$1,569,323.00	$1,575,010.00	$1,590,854.00	$1,606,856.00	$1,623,018.00
TOTAL TIF REVENUE	**$0.00**	**$188.00**	**$3,085.20**	**$1,634,680.47**	**$2,207,504.81**	**$2,815,740.27**	**$2,855,456.91**	**$2,905,765.64**	**$2,936,675.35**	**$2,978,196.07**	**$3,020,336.97**	**$3,063,108.38**
ADDITIONAL REVENUE-NON-TIF												
MAIN STREET CID 50% NOT CAPTURED BY TIF	$0.00	$0.00	$2,500.00	$184,992.00	$265,530.00	$323,745.00	$326,982.00	$330,252.00	$316,877.00	$320,046.00	$323,246.00	$326,479.00
TOTAL NON-TIF REVENUE	**$0.00**	**$0.00**	**$2,500.00**	**$184,992.00**	**$265,530.00**	**$323,745.00**	**$326,982.00**	**$330,252.00**	**$316,877.00**	**$320,046.00**	**$323,246.00**	**$326,479.00**
TOTAL REVENUE TO PAY PROJECT COST	**$0.00**	**$188.00**	**$5,585.20**	**$1,819,672.47**	**$2,473,034.81**	**$3,139,485.27**	**$3,182,438.91**	**$3,236,017.64**	**$3,253,552.35**	**$3,298,242.07**	**$3,343,582.97**	**$3,389,587.38**
100% OF REIMBURSABLE COST			RPA 2-6 COST & AREA COST	RPA 3-5 COST	RPA 1-4 COST							
REIMBURSABLE PROJECT COST	$0.00		$22,510,164	$5,397,222	$2,960,110							
ACCRUED INTEREST 5.5% 10 YEARS	$0.00	$0	$1,125,508	$1,181,504	$1,419,457	$1,514,784	$1,433,549	$1,346,104	$1,251,608	$1,151,511	$1,044,175	$929,204
LESS PAYMENTS	$0.00	$0	($5,585)	($1,819,672)	($2,473,035)	($3,139,485)	($3,182,439)	($3,236,018)	($3,253,552)	($3,298,242)	($3,343,583)	($3,389,587)
CUMULATIVE BALANCE	**$0.00**	**$0**	**$23,630,087**	**$28,389,141**	**$30,295,673**	**$28,670,971**	**$26,922,081**	**$25,032,168**	**$23,030,224**	**$20,883,493**	**$18,584,084**	**$16,123,701**

REVENUE SOURCES	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	CUM-TOTALS
PILOT'S (Property Tax)	$1,467,178.75	$1,494,754.71	$1,522,827.07	$1,551,404.57				$0.00	$0.00	$0.00	$0.00	$0.00	$17,295,482.17
EAT'S (Sales Tax 50% of increase)	$1,639,342.00	$1,655,830.00	$1,672,482.00	$1,689,300.00	$367,607.00			$0.00	$0.00	$0.00	$0.00	$0.00	$20,185,982.00
TOTAL TIF REVENUE	**$3,106,520.75**	**$3,150,584.71**	**$3,195,309.07**	**$3,240,704.57**	**$367,607.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$37,481,464.17**
ADDITIONAL REVENUE-NON-TIF													
MAIN STREET CID 50% NOT CAPTURED BY TIF	$323,743.00	$333,041.00	$336,371.00	$339,735.00	$629,474.00	$729,608.00	$736,904.08	$744,273.12	$751,715.85	$759,233.01	$766,825.34	$538,964.10	$9,710,536.51
TOTAL REVENUE TO REPAY PROJECT COST	**$323,743.00**	**$333,041.00**	**$336,371.00**	**$339,735.00**	**$629,474.00**	**$729,608.00**	**$736,904.08**	**$744,273.12**	**$751,715.85**	**$759,233.01**	**$766,825.34**	**$538,964.10**	**$9,710,536.51**
TOTAL REVENUE TO PAY PROJECT COST	**$3,430,263.75**	**$3,483,625.71**	**$3,531,680.07**	**$3,580,439.57**	**$997,081.00**	**$729,608.00**	**$736,904.08**	**$744,273.12**	**$751,715.85**	**$759,233.01**	**$766,825.34**	**$538,964.10**	**$47,192,000.68**
100% OF REIMBURSABLE COST													
REIMBURSABLE PROJECT COST													$30,867,496.00
ACCRUED INTEREST 5.65% 10 YRS	$910,989.12	$768,650.10	$615,253.98	$450,475.91	$273,632.96	$232,758.15	$204,686.13	$174,615.81	$126,044.40	$94,760.83	$61,537.22	$13,507.76	$16,324,316.68
LESS PAYMENTS	($3,430,263.75)	($3,483,625.71)	($3,531,680.07)	($3,580,439.57)	($997,081.00)	($729,608.00)	($736,904.08)	($744,273.12)	($751,715.85)	($759,233.01)	($766,825.34)	($538,964.10)	-$47,191,812.68
CUMULATIVE BALANCE	**$13,604,426.60**	**$10,889,450.99**	**$7,973,024.90**	**$4,843,061.24**	**$4,119,613.20**	**$3,622,763.34**	**$3,090,545.39**	**$2,520,888.09**	**$1,895,216.64**	**$1,230,744.46**	**$525,456.34**	**$0.00**	**$295,876,814.39**

This Impact Analysis was prepared to show the combined impact of both EAT's and PILOT's, total TIF revenue, and the additional 50% of CID revenue from within the Redevelopment Area. The revenue was taken from EXHIBIT 8 for property tax or PILOTs and EXHIBIT 11 for sales tax or EATs.
The impact reflects total cash flow of the TIF for both 100% of the Reimbursable Project cost plus interest based on cost reflected in Exhibit 3. CID is contributing the other 50% of their revenue, not captured by the TIF to pay project cost..

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF JOPLIN, MISSOURI

and

RKS DEVELOPMENT, LLC

for the

SOUTH MAIN

TAX INCREMENT FINANCING PLAN

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A Legal Description of Redevelopment Area

B Legal Description of Redevelopment Project Areas

C Private Project Improvements

D Public Project Improvements

E Redevelopment Schedule

F Redevelopment Projects Cost Budget

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of _____, 2015 (the "**Effective Date**"), by and between **THE CITY OF JOPLIN, MISSOURI** ("**City**"), and **RKS DEVELOPMENT, LLC**, a Missouri corporation, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of Joplin, Missouri (the "**Commission**") on May 28, 2015, recommended that the City approve the South Main Tax Increment Financing Plan (the "**Redevelopment Plan**") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

B. The Redevelopment Plan provides for the construction of six (6) redevelopment projects designated as Redevelopment Projects 1 through 6 (the "**Redevelopment Projects**") in Joplin, Missouri which consists of the "**Project Improvements**" described in Section 5 herein.

C. By Ordinance No. 2015-____, adopted by the City Council of City (the "**City Council**") on _____, 2015, City approved the Redevelopment Plan, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, selected Developer to implement the Redevelopment Plan, and authorized the Mayor of the City to execute this Contract.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

1. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 38** of this Contract.

B. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or

items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

"Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., RSMo, as amended.

"Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

"CID," means a community improvement district formed pursuant to the CID Act and in accordance with this Contract, with boundaries coterminous with the boundaries of the Redevelopment Area.

"CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1471 RSMo, as amended.

"CID Revenue," all funds derived from the CID Sales Tax revenue and any interest earned thereon.

"CID Sales Tax," a one percent (1%) sales tax imposed by the CID on sales within the CID in accordance with the CID Act.

"City," the City of Joplin, Missouri.

"City Council," the governing body of Joplin, Missouri.

"City Engineer," the city engineer of Joplin, Missouri.

"City Manager," the City Manager of Joplin, Missouri.

"City Treasurer," the Finance Director of Joplin, Missouri.

"Commission," the Tax Increment Financing Commission of Joplin, Missouri;

"County," Newton County, Missouri.

"County Assessor," the assessor of Newton County, Missouri.

"County Collector," the collector of Newton County, Missouri.

"Developer," RKS Development, LLC, its successors and assigns, subject, however, to the provisions of **Section 30** hereof.

"Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 30** hereof.

"Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

"Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Area, while Tax Increment Financing remains in effect, excluding licenses, fees, personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, utility taxes, taxes levied pursuant to Section 70.500 RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660 RSMo., or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act.

"Financing Costs," all necessary and incidental expenses related to any loans or other obligations obtained by the Developer for the purpose of funding the Reimbursable Project Costs. In addition to the Reimbursable Project Costs described herein, Developer's actual financing costs, including, *inter alia*, interest incurred on amounts Developer was loaned to pay for any of the Reimbursable

Project Costs identified on **Exhibit F**, shall be deemed a Reimbursable Project Cost. Payment of financing costs shall be calculated pursuant to the provisions of **Section 19.C**.

"Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations for the construction of Redevelopment Projects.

"Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Joplin, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's adopted Public Works engineering standards and requirements; provided, however, unless otherwise provided herein Developer shall have the right to contest, in any manner provided by law and at its sole expense, the applicability or validity of any Legal Requirement.

"MHTC," the Missouri Highways and Transportation Commission,

"MoDOT," the Missouri Department of Transportation.

"Ordinance," an ordinance enacted by the City Council.

"Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Areas exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than twenty three (23) years after the Redevelopment Projects and Redevelopment Project Areas are approved by an Ordinance of the City Council. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Project Areas from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.;

"Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

"Private Loans," private loans obtained by the Developer, or its successors, assigns or transferees, from third party private lending institutions to fund Reimbursable Project Costs. Financing Costs, as defined herein, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost.

"Project Improvements," shall have the meaning assigned in **Section 5**.

"Redevelopment Plan," means the South Main Tax Increment Financing Plan approved by the City Council by Ordinance No. 2015-____ on _____, 2015, and any amendments thereto.

"Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed in accordance with this Contract, attached hereto as **Exhibit F** and incorporated herein by reference.

"Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and the Redevelopment Projects. Such costs include, but are not limited to the costs set forth in **Exhibit F,** specifically:

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Redevelopment Projects;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of construction, rehabilitation and/or repair or remodeling of existing buildings and fixtures or any other public or private improvements;

(5) Cost of construction of public works or improvements;

(6) Financing Costs;

(7) All or a portion of a taxing district's capital cost resulting from the Redevelopment Projects necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

"Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Cost Project Budget as being funded or reimbursed with Payments in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or Redevelopment Projects; designation of the Redevelopment Project Areas; planning, financing, acquiring and constructing of the Redevelopment Projects; and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Projects, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund.

"Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Projects are deposited for the purpose of paying Reimbursable Project Costs.

"Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

"Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

"TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes and all interest earned on funds deposited in the Special Allocation Fund.

"Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within the Redevelopment Project Areas immediately after the Ordinances approving each such Redevelopment Projects have been approved by the City Council.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on **Exhibit A** attached hereto.

4. Redevelopment Project Areas.

A. The Redevelopment Area consists of six (6) Redevelopment Project Areas designated as Redevelopment Projects 1 through 6, in accordance

with the provisions of the Redevelopment Plan as legally described in **Exhibit B**. The Redevelopment Project Areas may only be changed, modified or amended in accordance with the Act.

B. Designation of Redevelopment Project Areas. Tax Increment Financing with respect to the Redevelopment Projects shall become effective only upon the approval thereof by an Ordinance of the Council (the "**Redevelopment Project Ordinance**") for each Redevelopment Project Area. Prior to approval of each Redevelopment Project Ordinance, Developer shall submit a request to the City for approval including the following information:

(1) a budget for the individual Redevelopment Project consistent with the Redevelopment Projects Cost Budget attached hereto as **Exhibit F**; and

(2) information demonstrating that Developer has acquired sufficient property within the Redevelopment Project Area or secured real estate contracts to acquire property that will allow development of the Redevelopment Project Area for the particular Redevelopment Project to proceed in accordance with the Redevelopment Plan.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause Redevelopment Project Areas to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of: (A) the Private Project Improvements described in **Exhibit C** attached hereto and incorporated herein by reference, (the "**Private Project Improvements**"); and (B) the Public Project Improvements described in **Exhibit D** attached hereto and incorporated herein by reference (the "**Public Project Improvements**").

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Projects be substantially commenced and completed on or before the estimated dates set forth on **Exhibit E**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Private Project Improvements and all Public Project Improvements, and shall complete all other development-related activities including, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program

contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably conditioned, delayed, or withheld.

B. Any amendment to the Redevelopment Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Redevelopment Schedule and the provisions of this Contract. In order to implement the Redevelopment Schedule, City will endeavor to facilitate the timely passage of the Redevelopment Project Ordinance referred to in **Section 4.B.** hereof. Developer shall render such reasonable aid and assistance as requested by City to insure favorable consideration of any such Redevelopment Project Ordinance by the City Council. City shall endeavor to expedite the approval of the Redevelopment Plan and the Land Use Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the City Council of its legislative authority. If as a result of solely the Developer's failure to timely complete its obligations under this Contract and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by event not otherwise in control of the Developer, City may require Developer to appear before the City Council to show cause why this Contract and the Redevelopment Plan shall not be terminated in accordance with **Section 35** hereof.

7. Design and Construction of Public Project Improvements.

A. Developer's Duties. Developer shall cause all of the Public Project Improvements to be designed and constructed as follows:

(1) The Public Project Improvements shall be constructed in accordance with all Legal Requirements and such Developer Public Project Plans (as defined in **Section 7.A.(4)** below) as are approved by City in writing. Developer, with the assistance of City as requested, shall obtain all approvals and permits required by MoDOT, and any other entities or governmental departments specified by MoDOT, for the Public Project Improvements prior to the commencement of any construction for any Public Project Improvements requiring MoDOT approval. City agrees to cooperate in good faith to facilitate approval of the design, engineering and construction of the Public Project Improvements requiring approval by MoDOT, if any and by any other governmental entities or governmental departments.

(2) The contracts related to the construction of the Public Project Improvements shall be subject to a transparent, open and competitive public bidding process conducted by Developer which will

allow for the selection of the lowest and most qualified contractor that is capable of complying with the Redevelopment Schedule to be selected based upon bid criteria developed by Developer and approved in writing by City (the "**Public Bid Process**"), such approval shall not be unreasonably withheld.

(3) Timing of Public Project Improvements. Prior to the design, engineering, and construction of the Public Project Improvements, Developer shall submit to the City a proposed schedule for the Public Project Improvements. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld. Once the schedule is approved by the City Engineer, City and Developer shall mutually approve and adopt such changes to the Redevelopment Schedule as required to take into account the schedule for the Public Project Improvements approved by the City Engineer. Such changes to the Redevelopment Schedule shall be approved administratively, unless a statutorily mandated Redevelopment Plan amendment is required. The provisions of this **Section 7.A.(3)** and the schedule for the Public Project Improvements are subject to the provisions of **Section 9.D.** hereof.

(4) Design Phase. Developer shall meet with City staff regarding preliminary design of the Public Project Improvements to be constructed by Developer pursuant to this Contract and shall submit all preliminary design documents to City for approval before proceeding with the construction of the Public Project Improvements. On the basis of such approved preliminary design documents, Developer shall:

(a) Prepare detailed drawings, plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for all Public Project Improvements ("**Developer Public Project Plans**").

(b) Furnish to City for its review and approval copies of such Developer Public Project Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Public Project Improvements.

(c) Following review and approval of the Developer Public Project Plans, furnish the number of approval copies of the final Developer Public Project Plans for the Public Project Improvements as City may reasonably require.

(5) Right of Way Acquisition.

(a) Developer shall be responsible for acquiring or negotiating for the conveyance of the right-of-way or easements, if any, that are needed to construct the Public Project Improvements, including necessary temporary construction easements. In addition, Developer will convey or cause to be conveyed all rights-of-way or easements upon property owned or controlled by Developer that are needed to construct the Public Project Improvements, including all necessary temporary construction easements. All rights-of-way or easements to be provided by Developer under this **Section 7.A.(5)(a)** shall be provided to City without charge.

(b) In the event that Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Public Project Improvements over which City exercises jurisdiction (the "**Necessary Rights-of-Way**"), Developer shall deliver to City a written request (the "**Developer Request**") for City to acquire any of the Necessary Right-of-Way. If City agrees, at its sole discretion, to attempt to acquire any of the Necessary Rights-of-Way, City will enter into good faith negotiations and, at its option, may exercise its power of eminent domain to acquire any or all of such Necessary Rights-of-Way.

(c) In the event City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Right-of-Way, prior to beginning any work to acquire said Necessary Right-of-Way, Developer shall first deposit into escrow with City an amount equal to one hundred twenty five percent (125%) of the estimated acquisition costs. Acquisition costs paid by City ("**Acquisition Costs**") shall be a Reimbursable Project Cost and shall include, but shall not be limited to: the actual price paid for all rights-of-way or easements, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of rights-of-way or easements, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of rights-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the rights-of-way or easements. City may require that Developer enter into a separate acquisition funding agreement with City to provide for the terms and conditions under which Developer will place one hundred twenty five (125%) of all estimated Acquisition Costs in escrow with City prior to commencement of condemnation for rights-of-way or easements. The acquisition funding agreement shall obligate Developer to reimburse City in full for all Acquisition Costs that result from City's

condemnation process for any portion of the Public Project Improvements.

(6) Utility Relocation. The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, and such costs are not paid by a utility company, such costs shall be paid by Developer and are not the responsibility of City; such costs shall be a Reimbursable Project Cost.

(7) Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in order to ascertain and determine that the standards of City have been met.

(8) Dedication. Upon completion, inspection and approval of the Public Project Improvements by City or MoDOT, as applicable, Developer will dedicate the Public Project Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City shall be under no obligation to accept the dedication or conveyance of any Public Project Improvement constructed pursuant to this Contract until it has been inspected and approved to the reasonable satisfaction of City. Upon written notice of the inspection and approval of the City's Director of Public Works, Developer agrees to convey all the Public Project Improvements to City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

(9) Insurance.

(a) General Provisions. Prior to commencing construction of the Public Project Improvements, and at all times until the Public Project Improvements are accepted by and dedicated to City or conveyed to MoDOT, as applicable, Developer shall obtain and keep in force the following insurance and Developer shall file with City a certificate of insurance evidencing such insurance:

(i). Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to

exceed $1,000,000 inclusive per occurrence and $1,000,000 annual aggregate.

(ii). Automobile Liability: Minimum $1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

(iii). Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability $1,000,000 each occurrence.

(iv). Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of $5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

(b) Endorsements. The following endorsements shall attach to the policy:

(i). The policy shall cover personal injury as well as bodily injury.

(ii). The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(iii). Broad form property damage liability shall be afforded.

(iv). City shall be listed as an additional insured.

(v). Standard form of cross-liability shall be afforded.

(vi). The policy shall not be canceled or not renewed without thirty (30) days advance written notice of such event being given to City.

(c) Use of Contractors and Subcontractors. Developer shall not permit any contractor to commence or continue work until they shall have obtained or caused to be obtained a City business license and all insurance required under this Subsection. Said insurance shall be maintained in full force and effect until the completion of construction of the Public Project Improvements, and acceptance of such Public Project Improvements by City or MoDOT

(as used in this Subsection, **"Final Completion"**). Subject to MoDOT requirements, Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(d) Workers' Compensation. Developer shall ensure that all contractors performing work for Developer obtain and maintain Workers' Compensation Insurance for all employees, Developer shall cause all contractors to require subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors performing work for Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Contract. Developer shall cause all contractors to ensure that all subcontractors performing work for Developer to waive, their rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed until Final Completion.

(e) Bonds; Assignment of Warranty. Developer shall provide, or cause to be provided, or cause its contractor to provide the following bonds and assignment of warranty for the Public Project Improvements and all other public infrastructure improvements that are constructed by Developer and dedicated to

City. Developer shall comply with MoDOT requirements for bonds regarding work performed in MoDOT right of way.

(i). Performance Bond and Payment Bond. Prior to commencement of construction and ending upon the completion of construction of the Public Project Improvements and acceptance of such Public Project Improvements by the City in accordance with adopted City engineering standards and requirements (as used in this Subsection, **"Final Completion"**), Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond in a form as approved by the City Engineer, in an amount equal to the cost of the Public Projects Improvements covered by such bond, as reasonably determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City. Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(ii). Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Projects Improvements, Developer shall assign, in a form reasonably approved by the City Attorney, general contractor's warranty for the Public Projects Improvements, which warranty shall be in effect for a term of one (1) year from the date of Final Completion as defined in Subsection (i) above for such Public Projects Improvements.

(iii). Indemnity for Failure to Provide Bonds. Developer shall indemnify City and its officers and employees for any damage resulting to City, its officers or employees from failure of Developer to provide the bonds set forth in this Section.

(10) City Inspector. City shall cause a qualified and authorized inspector to be present at reasonable times during the construction of the Public Project Improvements to facilitate the resolution of construction decisions arising in the field.

8. Bidding, Design Criteria and Review Procedures for Private Project Improvements.

A. The construction plans, site plans and building elevations for the Private Project Improvements shall conform to the requirements of a Planned Development Overlay District approved in conjunction with the zoning district designation for the Redevelopment Project Areas. In order to insure that the Private Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) The Developer shall comply with and/or follow controls and design criteria in the Planned Development Overlay District relating to exterior improvements that defines and visually represents the exterior finishes and signage allowed for individual tenants, street furniture, lighting and other similar features to be used throughout the development (hereinafter the "**Design Criteria**").

(2) No Private Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein, or any changes thereto, shall have been submitted to City staff, all in accordance with **Section 8.A.(1)** above.

(3) City shall have the absolute right, in its sole judgment and discretion at any time to the extent allowed by State law or the City's ordinances, to approve a variance from conformance to, or a waiver of compliance with, the Planned Development Overlay District and the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(4) Subsequent to commencement of the Private Project Improvements and until said Private Project Improvements have been completed, Developer shall be subject to inspection by representatives of

City as described in **Section 9.A.** hereof and as required by Legal Requirements.

(5) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of the Redevelopment Projects, Developer hereby grants to City, its agents and employees the right to enter at reasonable times for the purpose of inspecting the Redevelopment Projects.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way located within the boundaries of the Redevelopment Area to City. Developer shall dedicate the real property necessary for construction of the Public Project Improvements to City as shown on **Exhibit D** at no cost to City. Developer shall convey, at no cost to City, the necessary rights of way located within the boundaries of the Redevelopment Area to MoDOT and convey the real property necessary for construction of the Public Project Improvements to MoDOT. To the extent that Developer does not dedicate any portion of the Redevelopment Area to MoDOT, Developer agrees that any portion not dedicated to MoDOT shall, at the option of City, be conveyed to City (or such third party as City may approve) by Special Warranty Deed free and clear of all liens and encumbrances.

C. Vacation of Right of Way by City and MoDOT. Implementation of the Redevelopment Plan may require the vacation of any existing rights of way and easements by City as well as by MoDOT. In order to allow Developer to maintain the Redevelopment Schedule, City will endeavor to facilitate the timely passage of ordinances which will vacate City-owned rights of way. City will also reasonably assist in securing the vacation by MoDOT of any MoDOT rights of way needed for implementation of the Redevelopment Plan.

D. Certificates of Substantial Completion. The City shall issue a certificate of substantial completion at such time that the Public Project Improvements are sufficiently complete in accordance with the applicable construction specifications so that the Public Project Improvements are functional and can be utilized for their intended use (herein **"Substantial Completion"**); provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the Public Project Improvements. Developer shall send City not less than ten (10)

days' advance notice of Substantial Completion of the Public Project Improvements. City shall provide Developer with a detailed written notice of the reasons for objection to the Substantial Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Substantial Completion shall be deemed to have occurred on the date of Substantial Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Substantial Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Substantial Completion.

E. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements, but not City or State owned Public Project Improvements, like other similarly situated commercial developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Unless Developer has agreed to fulfill such obligations, Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor ("**User**") to comply with the provisions of this **Section 9.E.** for its respective portion of the Private Improvements. Developer shall enforce the provisions of this **Section 9.E.** in a commercially reasonable manner. Developer hereby agrees that every lease, sales contract or other contract regarding the Redevelopment Project Areas entered into following the effective date of this Contract shall indicate the responsibility of the Developer or User to fulfill **Section 9.E**. Developer shall use commercially reasonable efforts to enforce such contract rights.

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of the Redevelopment Projects, Developer shall submit a report certifying that the Project Improvements contained therein have been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan; and (3) the actual private equity and debt used to complete the Project Improvements, which may include capitalized interest to the extent

actually paid to unrelated third parties during construction, but not during any "lease-up" period.

B. City may conduct an investigation, and if City determines that the Redevelopment Projects or any portion thereof have been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Redevelopment Projects or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** have not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in material compliance with the terms of this Contract, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of Developer, City shall hold a hearing at which Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the satisfaction of the covenants in this Contract with respect to the obligations of Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

The City shall respond within fifteen (15) days to all requests by Developer for the issuance of a certificate or hearing under this Section.

11. Financing Plan.

A. Within ninety (90) days after the Effective Date, Developer shall submit to City a financing plan for the financing of the Redevelopment Projects setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs, and (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (the "**Financing Plan**") for City's review and approval, which approval will not be unreasonably withheld. Before or after City approval, Developer shall immediately notify City of any material changes in the information affecting the Financing Plan for City's review and approval, which approval will not be unreasonably withheld.

B. Concurrently with delivery of the items described in **Section 11.A.** above, Developer will deliver to City its certificate stating that to the best of its knowledge and belief; (1) such sources of funds and financing commitments will enable Developer to timely implement the Redevelopment Projects by constructing the Project Improvements contained therein; (2) the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made; (3) the information and statements contained therein do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Private Project Improvements and the Public Project Improvements with private funds. Developer shall advance all Private Funds necessary to construct the Private Project Improvements and the Public Project Improvements. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

B. Community Improvement District. Developer shall cause a valid petition for the formation of a Community Improvement District ("**CID**") with boundaries that include the Redevelopment Area to be filed with the City Council, along with all evidence, drawings, affidavits and any other supporting documentation required by the CID Act. The initial petition may include boundaries that do not include the entire Redevelopment Area. Thereafter, Developer shall take all necessary actions to petition the City to add property to the boundaries of the CID from time-to-time as the Developer acquires additional properties in the Redevelopment Area in order to establish boundaries of the CID that are as close as possible to being coterminous with the boundaries of the Redevelopment Area.

(1) CID Sales Tax. In accordance with the CID Act, the CID will take all steps necessary, and as expeditiously as possible, to impose a sales tax in the amount of one percent (1%) (the "**CID Sales Tax**") on all retail sales in the CID area.

(2) Capture of CID Sales Tax Revenue as EATs. Following the activation by Ordinance of the Redevelopment Projects and Redevelopment Project Areas, the CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the CID Sales Tax occurring within the Redevelopment Project Areas will be directed to the Special Allocation

Fund. All Redevelopment Project Costs which are included within the definition of "projects" in the CID Act will also be declared as Reimbursable Project Costs.

(3) CID Cooperative Agreement. The parties will enter into a into a contract with the CID that shall specify the rights, duties and obligations of the City, Developer and CID with respect to the operation and management of the CID and the use of the CID Sales Tax revenues. The CID Cooperative Agreement shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the CID prior to adoption thereof by the CID and (2) such other provisions as City shall reasonably determine to be necessary for the CID's role in the implementation and funding of this Redevelopment Plan. The contract shall further provide that the CID may pledge that portion of the CID Sales Tax revenue not captured as EATs to the payment of Reimbursable Project Costs, subject to the limitations of the CID Act.

13. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. City approval of the Financing Plan pursuant to **Section 11** hereof.

B. The establishment of the CID and the imposition of the CID Sales Tax.

C. City approval of all zoning, subdivision and permit applications required for implementation of the Redevelopment Plan.

D. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement this Redevelopment Plan.

E. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

F. MoDOT approval of all construction plans for all improvements within the MoDOT right-of-way.

G. MoDOT and City approval of all applications for vacation of right-of-way and sale/transfer to Developer.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Private Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions

precedent in this **Section 13** have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent on or before the date set forth above.

14. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. The establishment of the CID and the imposition of the CID Sales Tax.

B. City approval of the Financing Plan pursuant to **Section 11** hereof.

C. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement this Redevelopment Plan.

D. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

E. MoDOT approval of all construction plans for improvements within the MoDOT right-of-way.

F. MoDOT approval of all applications for vacation of right-of-way and sale/transfer to Developer.

G. City approval of all zoning, subdivision and permit applications required for implementation of the Redevelopment Plan.

City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

15. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the Redevelopment Plan (and any renewal periods thereof) and shall create a lien in favor of City on each such tax parcel as constituted from time to time and shall

be enforceable against Developer and its successors and assigns in ownership of property in the Redevelopment Project Areas.

B. Failure to pay Payments in Lieu of Taxes as to any property in a Redevelopment Project Area shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Developer in the event Developer is not the owner of such property) of the provisions of **Section 35** hereof, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof (but not Developer in the event Developer is not the owner of such property) as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums; provided, however, that the failure of any property in a Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of a Redevelopment Project Ordinance, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Treasurer and all other appropriate officials and persons and seek to assess the property within the Redevelopment Project Areas as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary, herein, the lien on property within a Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

16. Economic Activity Taxes. In addition to the Payments in Lieu of Taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer, who shall be the City, as hereinafter provided, to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. Following the approval of a Redevelopment Project, for as long as the Redevelopment Project Area is subject to Tax Increment Financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. So long as Developer owns the subject property within the Redevelopment Project Areas, Developer shall use commercially reasonable efforts to include the provisions as specified in **Section 26** hereof in all lease documents with tenants located at such subject property within a Redevelopment Project Area requiring said sales tax information to be provided to City. Developer shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of property located in a Redevelopment Project Area requiring said sales tax information to be provided to City. So long as Developer owns the subject property within the Redevelopment Project Areas, Developer shall use commercially reasonable efforts to enforce said provisions with respect to such subject property, and Developer shall use commercially reasonable efforts to provide that each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes. The City shall provide copies of all such sales tax information provided by tenants, users, occupants and owners within the Redevelopment Project Areas to Developer upon request by Developer, but in no event later than thirty (30) days after such request.

B. Certification by City. City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the Taxing District from time to time established. Upon written request from Developer or Taxing District, City shall provide its certification of Economic Activity Taxes due to the governing body of each such Taxing District.

17. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes, including the EATS portion of the CID Sales Tax, shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

18. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund will be made in the following manner and order of priority:

A. Payment of fees and expenses incurred by the City in the administration of the Redevelopment Plan and this Contract as detailed in

Section 44.A. hereof, to the extent not reimbursed pursuant to the Funding Agreement referenced in **Section 44** hereof;

B. Payment of any Payment in Lieu of Taxes derived from the value of any real property, or any portion of real property, within the Redevelopment Project Areas which is classified residential by the County Assessor after the redevelopment of said property which shall be declared as surplus and distributed to the taxing jurisdictions in accordance with the provisions of Section 99.820.1(12) of the Act; and

C. Reimbursement of Reimbursable Project Costs.

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** and on the individual Redevelopment Project budget submitted pursuant to **Section 4** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. Developer shall submit its request for certification of Reimbursable Project Costs incurred within thirty (30) days of the date of the end of each City fiscal year for all such costs incurred during said fiscal year. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within thirty (30) days from the date of the end of the first fiscal year after execution of this Contract. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget for the individual Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget for the individual Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget for the individual Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget for the individual Redevelopment Project, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be

entitled to transfer amounts among each line item category in **Exhibit F** and the individual Redevelopment Project so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget for the individual Redevelopment Project (subject to the foregoing sentence), it shall approve and certify the Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the City Council, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Final Project Budget without the formal approval by City Council of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the City Council shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section**.

B. Cost Allocation Across Line Items. Developer shall, in each Reimbursement Request, identify the specific line item within the Redevelopment Project Cost Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Subject to the provisions in **Section 19.A.** herein, savings in the amount expended with respect to any specific line item in the Redevelopment Project Cost Budget may be used to fund cost overruns in another line item of the Redevelopment Project Cost Budget. To the extent Developer achieves savings in the Total Project Costs as shown on **Exhibit F** and as reduced by costs associated with the Public Project Improvements, the amount of Total TIF/CID Reimbursable Project Costs as shown on **Exhibit F** and as reduced by costs associated with the Public Project Improvements shall be reduced proportionally so that the ratio of Total Project Costs to Total TIF/CID Reimbursable Project Costs remains constant.

C. Payment of Interest Expenses

(1) Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 19**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 19** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(2) Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual Financing Costs incurred and certified pursuant to this **Section 19**. Financing Costs under this **Section 19.C.(2)** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense, and as part of such certification Developer shall certify to City the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(3) Interest on Developer Equity – Project Improvements. In the event Developer finances a portion of the Reimbursable Project Costs associated with the Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a

month and from the last day of the month for equity advanced after the 15th day of a given month.

(4) Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 19.C.** or elsewhere in this Contract, the total amount of interest expense to be reimbursed to the Developer for the Redevelopment Projects from TIF Revenue (including that portion of CID Revenue deposited in the Special Allocation Fund) shall not exceed $7,151,579 as shown on **Exhibit F**.

D. Property Acquisition Costs. In addition to the above provisions of this **Section 19**, the parties agree that reimbursement for Reimbursable Project Costs associated with property acquisitions shall be pursuant to and subject to specific procedures to be mutually agreed by the parties upon based on the property acquisition cost provisions outlined on page 7 of the Redevelopment Plan with any required City approvals therein to be made by the City Manager.

20. Payment of Project Costs - "As Collected" Basis. The Reimbursable Project Costs shall be reimbursed from the Special Allocation Fund on an "as collected" basis. Developer shall present to the City a Reimbursement Request for the City's certification pursuant to the procedure set forth in **Section 19**. The City shall disburse to Developer sufficient proceeds from the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay those amounts identified on the certified Reimbursement Request within thirty (30) days following City's certification of such Reimbursement Request. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement.

21. Cost Overruns. The Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **Exhibit F**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the aggregate of the Total Reimbursable Project Costs set out on **Exhibit F**, and if and to the extent that the Reimbursable Project Costs, exceed the Redevelopment Project Cost Budget in the aggregate then, Developer, subject to its right to seek to amend the Redevelopment Plan or this Contract, shall pay and be responsible for such Reimbursable Project Costs that exceed the Redevelopment Project Cost Budget in the aggregate.

22. Full Assessment of Redevelopment Area. After all Reimbursable Project Costs have been paid, payment of all Redevelopment Project Costs and distribution of any excess moneys pursuant to Section 99.845 and 99.850 of the Act, but not later than sixteen (16) years from the adoption of an Ordinance approving and designating Redevelopment Projects, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act (the "**Termination Ordinance**"). From that date forward, all property in the Redevelopment Project Areas shall be subject to

assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Public Participation. The purpose of affording public assistance to the Redevelopment Projects is to accomplish the stated public purposes and not to subsidize an otherwise economically viable development project. While it has been determined by both the Commission and the City Council that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Project to Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for Developer, the parties agree that a reasonable level of earnings for the Redevelopment Projects is an "all cash" annual rate of return upon the Private Investment (as hereinafter defined) of eighteen percent (18%) after taxes (the "**Annual Rate of Return**"). The amount of Private Investment shall be reduced by the net proceeds of any sale of property in the Redevelopment Area by Developer.

A. Cash Flow. Each year the Developer shall determine if, as of the last day of each calendar year after the Effective Date of this Contract and prior to the termination of the Redevelopment Area as a development area pursuant to **Section 22** hereof, the Net Cash Flow (as hereinafter defined) exceeds the cash flow necessary to generate said Annual Rate of Return. If such excess exists, Developer may carry such excess forward to offset any years in which the Net Cash Flow is less than the cash flow necessary to generate said Annual Rate of Return. Similarly, if the Net Cash Flow in any year is less than the cash flow necessary to generate said Annual Rate of Return, Developer may carry forward such shortfall to offset any years in which the Net Cash Flow is in excess of the cash flow necessary to generate said Annual Rate of Return. Within ninety (90) days of the effective date of the Termination Ordinance, Developer shall add together all such annual excesses and/or shortfalls, and determine if there is a cumulative excess or shortfall. In the event Developer determines at such time that a cumulative excess exists, Developer shall, provided that City is not otherwise in default of this Contract beyond applicable grace and cure periods, contribute to the City the City Share (as hereinafter defined) of such cumulative excess to be distributed by the City to the impacted taxing districts on a pro rata basis. Any cumulative excess remaining after the contribution of the City Share of the cumulative excess to the City shall be retained by Developer.

B. Developer Financial Information.

(1) Developer shall upon written request by City but not more than once per calendar year, provide to City a complete written financial statement to City in a format reasonably acceptable to City showing in reasonable detail the calculation of actual earnings from the Redevelopment Projects and Net Cash Flow. Such statement shall include the income attributable to all Private Project Improvements. The financial statement shall include only those expenses which are reasonable and necessary to the operation of the Private Project Improvements and those Public Project Improvements maintained or operated by Developer, and may include allocable reasonable general administrative expenses.

(2) Developer shall upon written request by City but not more than once per calendar year, provide to City the amount of Private Investment by Developer and the month in which each item constituting a component of the Private Investment was expended (it being agreed that Developer shall be entitled to a return upon each such amount constituting a component of the Private Investment from the date the Private Investment was made), including the total amount of all net proceeds of any sale of property in the Redevelopment Area by Developer, together with a calculation of Developer's Annual Rate of Return on Private Investment in accordance with the provisions of **Section 23.A.** hereof.

(3) All such statements shall be certified to by Developer's Chief Financial Officer, shall be prepared in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein). Upon request from City, Developer shall provide such additional information or documentation as City shall reasonably require to verify or confirm the information set forth in such statements or to otherwise determine Developer's obligations hereunder and compliance with the requirements hereof.

C. Audit Right. Upon ten (10) days prior written notice, City may cause an audit, at City's sole cost and expense, of Developer's statements and calculations referred to herein by City's staff or consultant. If, as a result of any such audit, City believes that Developer's statement is materially inaccurate, then City shall inform Developer of its position in writing along with providing reasonable details and the material basis for City's position. Developer and City shall meet and discuss their conflicting positions (the "**Audit Meeting**"). If following the Audit Meeting both parties agree that Developer made a material misrepresentation in its statements, then the Developer shall immediately remit the costs of the City’s audit, and submit its revised statement. Provided, however, if the parties do not come to agreement following the Audit Meeting, the Developer shall have a right to appeal the City's position to the City Manager at which appeal it may provide additional evidence.

D. For purposes of this **Section 23**, the following terms shall have the meaning set forth below:

(1) **City Share:** The percentage equal to the percentage that the total actual Reimbursable Project Costs paid from the Special Allocation Fund (hereinafter the "**Public Investment**") bears to the sum of Public Investment plus Private Investment. For example purposes, if the amounts set forth in the **Exhibit F** Budget are actually expended, the Public Investment would be the $37,481,464 shown as TIF reimbursable expenses, the Private Investment would be $183,699,120 in Developer expenses (plus any other Private Investment as defined below), and thus the City Share would be 20%.

(2) **Net Cash Flow:** The net operating income from the Redevelopment Projects, determined in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein), for each calendar year during which the provisions of this **Section 23** are applicable. In determining the net operating income from the Redevelopment Projects there shall be no reduction for (a) debt service (principal or interest), depreciation, amortization, reserve deposits or any other non-cash charges, nor (b) any costs or expenses relating to sales of all or any part of the Redevelopment Projects or any real property in the Redevelopment Project Areas.

(3) **Private Investment:** The total cost incurred by the Developer in the construction, development and operation of the Private Project Improvements which are paid by Developer with Private Funds, including Developer's capital expenditures on the Private Project Improvements during the term of this Contract, as determined in accordance with generally accepted accounting principles consistently applied, reduced by all net proceeds (after deduction of reasonable costs and expenses of such sale) from sales of all or any part of the Redevelopment Projects or any real property in the Redevelopment Project Areas; subject, however, to the provisions of this **Section 23**.

E. Financial Statements. Developer shall, upon written request by City but not more than once per calendar year, submit to City, within ninety (90) days after the close of Developer's fiscal year, financial statements of Developer, certified by an independent certified public accounting firm.

24. Calculation of Public Participation. From and after the consummation of any sale or conveyance (not including leases) to any unaffiliated third party of any portion of the Redevelopment Projects, City's participation pursuant to **Section 23** hereof and as outlined in this Section shall end as to that part so sold or conveyed after the date of such sale or conveyance and the proceeds thereof shall be taken into account in determining Net Cash Flow pursuant to the terms hereof.

25. Tenant Approvals and Prohibitions.

A. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses and shall have the right to review and approve the following Tenants within the Redevelopment Area:

(1) Existing Users in the City. Without the approval of the City, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Area, which is then open and operating one or more facilities in the City and then ceases to operate at least the same number of existing facilities within one (1) year of the opening of the new facility within the Redevelopment Area.

(2) Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than five (5) of the lots in the Redevelopment Area to Fast Food Restaurants as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant with all of the following characteristics:

(a) A "drive through" window;

(b) Less than 15 tables for the service of customers;

(c) No menu items in excess of $8.00;

(d) No waiter or waitress service; and

(e) No Liquor, wine or beer sales.

(3) Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the Redevelopment Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop, or a flea market.

(4) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than two (2) gasoline station/convenience stores in the Redevelopment Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where gasoline, diesel fuel and oil may be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, tobacco and similar household convenience goods for station customers.

(5) Auto Repair Businesses or Lube Shops. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than one (1) of the lots in the Redevelopment Area to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility.

(6) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than 48,250 square feet of finished first (1st) floor space in the Redevelopment Area to non-sales tax generating businesses such as office uses or fitness centers.

26. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Area. With regard to leases entered into following the Effective Date of this Contract, Developer shall use commercially reasonable efforts to insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall use commercially reasonable efforts to have such Developer-lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Community Improvement District Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (**"TIF District"**) created by the City and that certain taxes generated by Tenant's economic activities), including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Shopping Center (including Tenant's Premises) are or may become within the area of a Community Improvement District ("**CID**") which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CID.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of preceding paragraph.

Tenant represents and warrants that its business is not currently located in the City within the meaning of the TIF Act. Tenant acknowledges that if Tenant's business is currently located within the City within the meaning of the TIF Act or the TIF Contract, this Lease shall not be effective unless the City Council approves this Lease, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

27. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to: (1) the transfer of any property interest within the boundaries of the Redevelopment Area to any transferee, other than a Lender or a party under any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon, or (2) any transfer and assignment of Developer's obligations as set forth in **Sections 30 and 33** hereof, the Developer shall require the transferee or assignee to comply with the requirements of the Redevelopment Plan and the obligations set forth in this Contract. As a condition to the City granting consent, the City may require the transferee or assignee to expressly assume in writing the obligations of Developer hereunder. Upon such sale or disposition, Developer shall be released from its obligations in this Contract relating to said transferred property or transferred or assigned obligations.

B. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 5** hereof, unless earlier satisfied and certified pursuant to **Section 10** hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named.

D. Incorporation. The restrictions set forth above in **Section 27** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area.

E. Notification to City of Transfer; City Council Approval. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Contract. Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 37** hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 27** hereof have been fulfilled. Notwithstanding anything to the contrary herein, prior to Developer's sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Contract, Developer must obtain the consent to such sale or transfer by the City Council, such consent not to be unreasonably withheld.

28. Progress Reports.

A. Upon the City's written request (not to exceed more than once per year) until all Project Improvements are completed, Developer shall report to the City Council the progress of its implementation of the Redevelopment Projects. Such reports shall include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual Redevelopment Project Costs in the Redevelopment Area compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment Area compared to Redevelopment Plan estimates; and

(5) estimated start date of Project Improvements not yet commenced at date of report.

B. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as City may reasonably require.

29. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to construction of the Project Improvements, the ownership, occupancy, use and operation of the Redevelopment Projects and the Redevelopment Area.

30. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Without limiting the rights of Developer or any third party under **Section 27** hereof, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without the prior written consent of the City Council, not to be unreasonably withheld, delayed or conditioned. Any proposed transferee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer, and, if the proposed transfer relates to a portion of the Redevelopment Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, expressly for the benefit of City, enter into an agreement with the City obligating the transferee to assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations

under this Contract to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

B. For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Contract that requires the City's consent.

C. No consent will be required under this section for any pledge or assignment of this Contract or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

D. Approval by the City Manager, not to be unreasonably withheld, will be required under this section for any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon).

Upon such assignment, Developer shall be released from such obligations accruing after the date of such assignment.

31. Assignment of Payments. Notwithstanding the provisions of **Section 30**, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

32. Collateral Assignment of Contract. Notwithstanding the provisions of **Section 30**, the Developer may assign or pledge its rights under this agreement as collateral by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

33. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Area pursuant to **Section 30** hereof. Upon

submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

34. Indemnification.

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area or a portion thereof and the Project Improvements.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to

the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Area as a development area.

35. Breach-Compliance.

A. If Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Projects as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 36** hereof), in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred eighty (180) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the Redevelopment Plan

and Redevelopment Projects are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance.

B. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

C. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

D. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

E. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

F. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Reimbursement Request or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred and remained uncured beyond Developer's cure period as provided in **Section 35.A.** herein, and City has provided notice of such default as required under **Section 35**. Notwithstanding the above, if the City validly terminates this Contract, the City shall be required to, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Reimbursement Request and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer prior to any such notice of default. If City shall at any time elect to rely upon the provisions of this **Section 35.F.** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

G. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this **Section 35.G.** shall not be prevent the award of attorneys' fees under **Section 35.B.** hereof in the event of a default by City under this Contract. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

36. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Developer which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Contract where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Contract by City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable Delays**"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in **Section 13** hereof and except if financing commitments obtained by Developer and approved by City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments.

37. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

Sam Anselm
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

RKS Development, LLC
Attn: Rodney Spriggs
_____
_____

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

38. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

39. Effective Date. This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Project Improvements, as described herein, and so long as any Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 35** hereof.

40. Recording. Upon full execution by City and Developer, this Contract or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Newton County, Missouri.

41. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

42. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and

any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 33** hereof, that any such covenants shall be binding on Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

43. Relocation Costs. Except as otherwise provided in the Redevelopment Project Cost, City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by City to be Redevelopment Project Costs. City acknowledges that the amounts paid by Developer to purchase real property from third parties within the Redevelopment Area are Reimbursable Project Costs up to the reimbursable amounts shown for the Land and Relocation line items on **Exhibit F**, as these amounts include relocation costs. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the City Council of City.

44. Administrative Costs and Expenses.

A. In order to reimburse City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Projects, this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with the Redevelopment Projects or the Redevelopment Plan, City and Developer have entered into the Funding Agreement (the "**Funding Agreement**"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 44.A.** and which are not covered by the Funding Agreement shall be reimbursed by the City from the incremental TIF revenue deposited in the Special Allocation Fund.

B. Additional documented professional service costs and other expenses incurred by City (other than those described in **Section 44.A.** hereof) that are found by City to be reasonable and necessary for it in connection with the Redevelopment Plan, this Contract or otherwise relating to the Redevelopment Projects shall be reimbursed from the Special Allocation Fund.

C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 44** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than monthly.

45. Validity and Severability. It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference.

46. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

47. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

48. Good Faith; Consent or Approval. In performance of this Contract or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, or capriciously or unreasonably withhold or delay any approval required by this Contract; provided, however, that the City need not act reasonably in considering a requested extension of time that would extend a time period set forth in this Contract for the performance of an obligation by the Developer by more than three (3) years from the original end of such period as set forth in this Contract. Except as otherwise provided in this Contract, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City and the issuance thereof, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Contract, (iii) reviewing and approving Developer's plans, including but not limited to the Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any

responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

THE CITY OF JOPLIN, MISSOURI, a municipal corporation

By: _____
Print Name: _____
Title: _____

DEVELOPER:

RKS DEVELOPMENT, LLC, a Missouri limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2015, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of The City of Joplin, Missouri, a Missouri municipal corporation, that said corporation has no corporate seal, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:
_____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2015, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _____ of RKS Development, LLC, a Missouri limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022001001004000	0.260	GOODSON, ROBERT & DONNA 3227 MAIN JOPLIN, MO 64804	$17,120	1945-RES
Address:				
Legal Description:		FREEMAN GROVE 1 & 6: LOTS 8-9-10 & 11 EX W 50'	BOOK 324 PAGE 02670	
056023002001022000	0.325	COLE, MICHAEL B. & DONNA I. 6895 Beef Branch Road Joplin, MO 64804	$6,790	1945-RES
Address:				
Legal Description:		COLLINS: N 102' LOT 10	BOOK 342 PAGE 02769	
056023002001023000	0.325	LEWIS, BERT G. 3235 S MAIN JOPLIN, MO 64804	$9,540	1945-RES
Address:				
Legal Description:		COLLINS: PT LOT 10 BEG 102' S NW COR E 139' S 102' W 139' N 102' TO POB	BOOK 354 PAGE 01958	
056023002001024000	0.326	LEGALLY BLONDE INVESTMENTS, LLC P. O. BOX 249 SAGINAW, MO 64864	$7,410	1945-RES
Address:				
Legal Description:		COLLINS: S1/3 LOT 10	BOOK 0360 PAGE 01057	
056023002001025000	0.488	LOYD, KEVIN G. 129 E. 33RD JOPLIN, MO 64804	$9,780	1945-RES
Address:				
Legal Description:		COLLINS: W1/2 LOT 11	BOOK 353 PAGE 08014	
056023002001026000	0.489	O'DELL, DION P. 133 E. 33RD JOPLIN, MO 64804	$10,370	1945-RES
Address:				
Legal Description:		COLLINS: E1/2 LOT 11	BOOK 0359 PAGE 1864	
056023002002021000	0.234	JUDD, MARK A. 132 E. 33RD JOPLIN, MO 64804	$4,670	??-RES
Address:				
Legal Description:		COLLINS: E 59' OF N 150' LOT 20 & W 9' OF N 150' LOT 21	BOOK 350 PAGE 09332	
056023002002022000	0.253	DEWEESE, CRYSTAL R. 120 E. 33RD JOPLIN, MO 64804	$17,590	1950-RES
Address:				
Legal Description:		COLLINS: N 138' OF W 80' LOT 20	BOOK 356 PAGE 04629	

056023002002023000	0.882	HECKMASTER, STEVE & DIANA & STEVEN SMITH 2607 WISCONSIN AVENUE	$28,100	??-COM
Address:		Joplin, MO 64804		
Legal Description:		COLLINS: LOT 19	BOOK PAGE	0360 03991
056023002002024000	0.253	DENNIS, JEFFREY SCOTT & D'ANN	$13,850	1956-RES
Address:		101 POINDEXTER PINEVILLE, MO 64856		
Legal Description:		COLLINS: W 80' LOT 20 EX N 138'	BOOK PAGE	0362 05661
056023002002025000	0.172	FISHER, LINDSEY	$11,140	??-RES
Address:		121 PLAZA DRIVE JOPLIN, MO 64804		
Legal Description:		COLLINS: E 59' LOT 20 EX N 150' & EX S 30'	BOOK PAGE	0361 08484
056023002005008000	0.333	DOKE, LAVONNE LEEANNE	$16,600	1970-RES
Address:		P.O. BOX 1137 JOPLIN, MO 64802-1137		
Legal Description:		PARK PLAZA 1: LOT 3	BOOK PAGE	346 02905
056023002005009000	0.666	RUARK, DENNIS L. & MARY JANE	$36,420	1976-RES
Address:		3506 SILVER CREEK ROAD JOPLIN, MO 64804-5348		
Legal Description:		PARK PLAZA 1: LOTS 1 & 2	BOOK PAGE	300 01198
056023002005010000	0.563	JOPLIN CITY	$0	1971-EXEMPT
Address:		602 S. MAIN JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: LOT 22 EX E 32' & ALL LOTS 23 & 24	BOOK PAGE	358 01024
056023002005011000	0.220	GILSTRAP, DOROTHY J.	$9,750	1964-RES
Address:		9386 ELM DRIVE JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: W 33.7' LOT 21 & E 32' LOT 22	BOOK PAGE	0361 07849
TOTAL PROJECT 1	**5.789 Acres**		**$199,130 Assessed Value**	

STREET RIGHT OF WAY TO BE INCLUDED.

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF PARCEL # 056023002001024000, BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL, PROCEEDING DUE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD, THENCE PROCEEDING SOUTH ALONG THE WESTERN RIGHT OF WAY OF HEARNE'S BOULEVARD TO THE NORTHWEST CORNER OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD AND 34TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF MAIN STREET THAT LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL # 056023002002022000, THENCE PROCEEDING WEST TO THE WESTERN RIGHT OF WAY OF MAIN STREET. INCLUDES ALL OF THE RIGHT OF WAY OF MAIN STREET SOUTH OF THAT LINE TO A 90 DEGREE CURVE IN THE STREET AT TO THE POINT THE STREET BECOMES PLAZA DRIVE. ALSO INCLUDING THE RIGHT OF WAY OF PLAZA DRIVE BEGINNING AT THE SOUTHWEST CORNER OF PARCEL #056023002001026000, THENCE PROCEEDING SOUTH TO THE SOUTHERN RIGHT OF WAY OF PLAZA DRIVE. INCLUDES ALL OF PLAZA DRIVE FROM THAT POINT TO THE 90 DEGREE CURVE AT THE POINT WHERE THE STREET BECOMES MAIN STREET.

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023002006001000	0.305	WOOD, WILLIAM K. 326 E. 34TH JOPLIN, MO 64804	$13,430	1974-RES
Address:				
Legal Description:		MODOC ACRES: LOT 26 EX W 140' & N 10'	BOOK PAGE	338 04078
056023002006002000	0.305	WILSON, PHYLLIS K. 318 E. 34TH JOPLIN, MO 64804	$13,240	??-RES
ADDRESS:				
Legal Description:		MODOC ACRES: E 70' OF W 140' LOT 26	BOOK PAGE	338 03974
056023002006003000	0.305	CLAFLIN, JOHN 314 E. 34TH JOPLIN, MO 64804	$13,530	??-RES
Address:				
Legal Description:		MODOC ACRES: W 70' LOT 26 EX N 10'	BOOK PAGE	358 02558
056023002006004000	0.393	NASH, KENNETH W. & ARLENE 310 E. 34TH JOPLIN, MO 64804	$16,300	??-RES
Address:				
Legal Description:		MODOC ACRES: E 90' LOT 25	BOOK PAGE	291 00074
056023002006005000	0.480	ERMAN, ROBERT MICHAEL 302 E. 34TH JOPLIN, MO 64804	$18,940	??-RES
Address:				
Legal Description:		MODOC ACRES: W 110' LOT 25	BOOK PAGE	0360 6257
056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
Legal Description:		MODOC ACRES: LOTS 6 & 7 EX N 10' & S 150' OF N 160' OF E 50' LOT 5	BOOK PAGE	0361 06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	BOOK PAGE	0361 07848
056023002007012001	7.800	RKS DEVELOPMENT	$9,840	Vacant-RES
Legal Description:		MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC	BOOK PAGE	0362 07379
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE 202 E. 32ND JOPLIN, MO 64804	$5.890	Vacant-COM
Address:				
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	BOOK PAGE	0361 08862

056023002006009000	1.300	DOSS, CLYDE E. JR & ANNA 3529 VIRGINIA	$10,570	1940-RES
Address:		JOPLIN, MO 64801		
Legal Description:		MODOC ACRES: LOT 20	BOOK PAGE	0181 0441
056023002006010000	1.800	LUNDSTRUM, BOB	$3,690	Vacant-AGR
Legal Description:		MODOC ACRES: W 200' LOTS 21-22-23 & 24	BOOK PAGE	0362 01710
056023002006011000	2.900	LUNDSTRUM, BOB	$4,790	Vacant-AGR
Legal Description:		MODOC ACRES: LOT 19 & E 210' LOTS 21-22 23 & 24	BOOK PAGE	245 00467
Address:		711 E. 33RD JOPLIN, MO 64804		
NO PARCEL #	1.500	Missouri Department of Transportation P.O. 868	$0	Vacant-EXEMPT
Address:		Springfield, Mo 65801		
Legal Description:		An estimated 1.5 Acres lying south of 36th Street, east of Virginia Avenue, west of main and north of Newton County Parcel # 056023003002005000 and 056023003002005001 in Section 23 Township 27 Range 33 of Newton County, except that part used for right of way for Main Street and 36th Street.	BOOK PAGE	NA
056023003002005000	1.110	RKS DEVELOPMENT, LLC	$5,850	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02327
056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-COM
Legal Description:		W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB	BOOK PAGE	0362 02327
Address:		202 E. 32ND JOPLIN, MO 64804		
PT OF 056023003002005001	0.332	WHITE, KEITH V.	$9,280	1940-RES
Legal Description		BEG 517.15' E & S 14* E 122.08' NW COR NW1/4 SW1/4 S 14* E 92.55' W 169.90' N 90' E 146.17' TO POB & EASEMENT OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY LYING WEST OF VIRGINIA AVENUE.	BOOK PAGE	0347 04478

056023003002005002	0.601	WHITE, KEITH V. & DEBBIE A. PT NW1/4 SW1/4 BEG 402.29' E OF NW COR E 253.84' S 208.71' W 253.84' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB ETC OF	$3,105	Vacant-RES
Legal Description:		SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY. 3706 VIRGINIA AVENUE	BOOK PAGE	355 06307
Address:		JOPLIN, MO 64804		
056023003002006000	0.843	RDE, LLC 817 MAIDEN LANE	$35,230	1993-RES
Address:		JOPLIN, MO 64801 PT NW1/4 SW1/4 BEG 208.71' S & 271.29' E NW COR SW1/4 W 183.71' E 329.83' N 183.71' W 329.83' TO POB EX W 129.83' OF SECTION 23 TOWNSHIP	BOOK	0362
Legal Description		27 RANGE 33 OF NEWTON COUNTY	PAGE	3730
TOTAL	**27.48**		**$377,095**	

STREET RIGHT OF WAY TO BE INCLUDED IN RPA

RPA WILL INCLUDE THAT PART OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD SOUTH OF THIS LINE TO A LINE, WHICH BEGINS AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE PROCEEDING WESTERLY TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 34TH STREET BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY OF 34TH STREET. INCLUDES ALL OF THE RIGHT OF WAY OF 34TH STREET LYING EAST OF THIS LINE TO A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF KENTUCKY AVENUE AND 34TH STREET, THENCE NORTH TO THE NORTH RIGHT OF WAY LINE OF 34TH STREET. ALSO INCLUDES ALL OF KENTUCKY STREET LYING SOUTH OF 34TH STREET TO A POINT WHERE KENTUCKY CONNECTS WITH 36TH STREET. ALSO INCLUDES ALL OF 36TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A POINT WHERE 36TH STREET CONNECTS WITH KENTUCKY AVENUE. ALSO INCLUDES THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF WHERE IT CONNECTS WITH 36TH AND KENTUCKY STREET TO THE POINT IT CONNECTS WITH 37TH STREET. ALSO INCLUDING ALL OF 37TH STREET LYING EAST OF THE POINT IT CONNECTS WITH VIRGINIA AVENUE TO A POINT WHERE IT CONNECTS WITH KENTUCKY AVENUE.

PARCEL NUMBER	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023003003002000	2.900	MARCULES, BART AUGUSTIN TRUST 988 E. CEMETERY ROAD	$322,750	Apt-RES
Address:		GRANBY, MO 64844 PT NW1/4 SW1/4 BEG 170' E & 612.56' N SW COR N 257.20' E 486.13' S 257.20'	BOOK	0362
Legal Description:		W 486.13' TO P	PAGE	05967
056023003003003000	0.600	SCHOOL DISTRICT OF JOPLIN R-VIII SCHOOL PROPERTY-BEG 492.56' N &	$0 BOOK	EXEMPT 352
Legal Description:		170' E SW COR NW1/4 SW1/4 N 120' E	PAGE	12512

		223' S 120' W 223' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY		
056023003003004000	0.529	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG SW COR M-15 E 176.47' N 127.61' W 180' S 125.56' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 14889
056023003003004002	0.248	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-BEG 140' S & 180' E NW COR M-15 S 127.61' E 85' N 127.61' W 85' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	353 00708
056023003003005000	5.400	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-W 73.7' OF S 97' OF: BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 73.7' S 97' TO 15' N OF S LN W 73.7' TO POB & W 656.13' OF S 347' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	350 09703
056023003010001000	1.300	SCHOOL DISTRICT 42	$0	EXEMPT
Legal Description:		SCHOOL-LOTS 5 & 6 STAPLES & PABST 2 & BEG NE COR LOT 5 E 130' W 130' N 205' TO POB	BOOK PAGE	240 00566
056023003010002000	0.386	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-PT LOT 7 STAPLES & PABST 2	BOOK PAGE	324 02870
056023003010003000	0.416	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-LOT 8 EX E 114' STAPLES & PABSTS 2	BOOK PAGE	353 02365
Address:		P.O. BOX 128 JOPLIN, MO 64802		
056023003003012000	0.459	RAINEY, JANE E.	$6,690	1920-RES
Address:		3922 S. PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		JONES: LOT 23	BOOK PAGE	0361 03456
056023003003011000	0.462	RKS DEVELOPMENT, LLC	$2,240	Vacant-RES
Address:				
Legal Description:		JONES: LOT 24	BOOK PAGE	0359 05017
056023003003010000	0.441	CRUMBLISS, CAROLYN J.	$6,420	1920-RES
Address:		1913 W. 10TH ST. JOPLIN, MO 64801		
Legal Description:		PT NW1/4 SW1/4 BEG 656.13' E & 332.4' N SW COR N 100' E 190.6' S 100' W TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	349 03014
056023003003009000	0.261	HUNTER, LORI ANN	$6,640	1900-RES
Address:		318 E. 41ST JOPLIN, MO 64804		
Legal Description:		TR M-19 PT NW1/4 SW1/4 BEG 656.13' E & 228.4' N SW COR N 104' E 208.7' S	BOOK PAGE	351 05812

		104' W 208.7' TO POB EX S 45' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY		
056023003003008000	0.519	ALTMAN, JEFFREY L.	$9,280	1945-RES
Address:		**4016 PENNSYLVANIA JOPLIN, MO 64804**		
Legal Description:		**TR M-18 PT NW1/4 SW1/4 BEG 656.13' E & 112' N SW COR N 116.5' E 208.7' S 116.5' W 208.7' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY**	**BOOK PAGE**	**355 04106**
056023003003007000	0.267	SMITH, ELLA L.	$8,720	1942-RES
Address:		**4030 PENNSYLVANIA AVENUE JOPLIN, MO 64804**		
Legal Description:		**PT M-17 BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 208.7' S 97' W 208.7' TO POB EX W 73.7' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY**	**BOOK PAGE**	**0360 04606**
056023003010003001	0.537	LOCKE, MICHAEL K. & TANIA R.	$34,470	1996-RES
Address:		**P.O. BOX 2004 JOPLIN, MO 64803-2004**		
Legal Description:		**GRIFFIN: LOTS 1-2 & 3**	**BOOK PAGE**	**345 01069**
TOTALS	**14.73 ACRES**		**$397,210 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD WHICH LIES SOUTH OF A LINE BEGINNING AT THE

NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF THIS LINE TO A LINE WHICH BEGINS AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD, THENCE EAST TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET WHICH LIES EAST OF THE POINT WHICH 39TH STREET CONNECTS WITH HEARNE'S BOULEVARD TO A LINE WHICH BEGINS AT THE NORTHEAST CORNER OF PARCEL #056023003003002000, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 39TH STREET. ALSO INCLUDES A VACATED STREET WHICH LIES EAST OF PARCELS #056023003002005001AND #056023003002006000, SOUTH OF 37TH STREET AND NORTH OF 39TH STREET. ALSO INCLUDES THE RIGHT OF WAY OF PENNSYLVANIA LYING SOUTH OF 39TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDES THE RIGHT OF WAY OF 41ST STREET LYING EAST OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND PENNSYLVANIA, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET WHICH LIES EAST OF THE RIGHT OF WAY OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD AND AT A NORTH SOUTH LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND VIRGINIA AVENUE.

0560230030110010000	1.000	RAINBOW DEVELOPMENT ONE, LLC.	$7,860-R	1936-RES
Address:		4029 MISSOURI JOPLIN, MO 64804		
Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	358 09788
056023003011002000	1.080	MOFFAT, CLYDE & ELEANOR	$58,200-C	1986-COM
Address:		P.O. BOX 781 SPRINGDALE, AR 72764		
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	328 02165
056023003011003000	0.520	SHEPHERD, SCOTT S.	$14.010-R	1945-RES
Address:		4230 VIRGINIA JOPLIN, MO 64804		
Legal Description:		Beginning at the SE Corner of Lot 20 of the Staples & Pabst 2 Subdivision, thence west 150', thence north 153.7, thence east 150', thence south 153.7 to POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	356 02415
056023003011004000	0.180	RKS DEVELOPMENT, LLC	$10,230-R	1967-RES
Address:		202 EAST 32ND JOPLIN, MO 64804		
Legal Description:		The east 150' and the north 53.7' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	362 04583
056023003016001000	0.350	KIENZLE, GARY L. & CARLENE	$16,700-R	1979-RES
Address:		4306 Virginia JOPLIN, MO 64804		
Legal Description:		The north 174' of Lot 29, except the west 115' of the north 174' of Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	314 00269
056023003016002000	0.200	BIBENS, HARRY A. & DEBORAH	$6,010-R	1945-RES
Address:		108 EAST 43RD JOPLIN, MO 64804		
Legal Description:		The WEST 115' OF THE NORTH 174' OF Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	301 00951
0560230030160030000	0.070	GONZALEZ, OSCAR H. & LAURA	$670-R	Vacant-RES
Address:		4301 MAIN JOPLIN, MO 64804		
Legal Description:		North 50' of Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 00783

056023003016004000	0.210	PERRY MANAGEMENT, LP	$2,070-R	Vacant-RES
Address:		P.O. BOX 514 CARTHAGE, MO 64836		
Legal Description:		East 62' of THE SOUTH 150' OF Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 06683
			$115,750	
	3.610		ASSESSED	
TOTALS	ACRES		VALUE	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND HEARNE'S BOULEVARD THENCE WESTWARD TO THE SOUTHWEST CORNER OF 41ST STREET AND HEARNE'S BOULEVARD, ALL OF THE RIGHT OF WAY LYING SOUTH TO A LINE WHICH BEGINS AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD, THENCE PROCEEDING EASTERLY TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING ALL OF THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 42ND STREET AND NORTH OF 43TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF 43RD STREET LYING EAST OF HEARNE'S BOULEVARD AND WEST OF VIRGINIA AVENUE. ALSO INCLUDING THE RIGHT OF WAY OF 43TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 44TH STREET, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 43TH STREET.

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004011001000	0.280	OX, L.L.C.	$6,750	1902-RES
Address:		1505-A W. 10TH JOPLIN, MO 64801		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 1 EX W 70'	BOOK PAGE	0360 07635

055022004011002000	0.157	LUCAS, DAVID E.	$6,290	1920-RES
Address:		% HARLAN DAVID SMITH- TS2013 STELLA, MO 64867		
Legal Description:		STAPLES & PABST 1: W 70' N1/2 LOT 1	BOOK PAGE	356 03047
055022004011003000	0.413	SOOTER, KEVIN	$13,040	1930-RES
Address:		4115 JOPLIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: PT LOTS 2 & 11 BEG NW COR LOT 2 S 143.61' E 161.22' N 46.37' E 34.03' N 97.62' W 195' TO POB	BOOK PAGE	356 05572
055022004011003001	0.604	GARRISON, GEORGE O. & BARBARA	$9,820	1951-RES
Address:		4145 JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABSTS: BEG SW COR LOT 11 N ALG W LOT LN 134.88' E 161' S 37.38' E 34' S 97.50' W 195' TO POB	BOOK PAGE	352 08017
055022004011003002	0.198	AUBREY, BONNIE	$19,820	Vacant-RES
Address:		4107 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST: PT LOT 2 BEG NW COR E 195' S 97.22' W 34.03' S 46.37' W 161.22' N 143.61' TO POB EX BEG 120' E OF NW COR E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB ETC.	BOOK PAGE	0360 4170
055022004011003003	0.247	EMBREY, MICHELLE E.	$17,670	2008-RES
Address:		118 W. 41ST JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST BEG NW COR LOT 2 E 1200' TO POB E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB	BOOK PAGE	358 02178
055022004011003004	0.198	STERNES, ELIZABETH A.	$5,980	1951-RES
Address:		4105 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST'S: BEG NW COR LOT 2 E 120' S 71.81' W 120' N 71.81' TO POB	BOOK PAGE	360 3905
055022004011004000	0.436	VOLK, RICHARD E. & DIANE M.	$26,210	1972-COM
Address:		4130 HEARNE'S BLVD. JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 12	BOOK PAGE	343 06795
055022004011005000	0.513	BOTTOROFF, JERRY R. & JUDITH ANN	$13,250	1965-COM
Address:		4118 S. MAIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 12 & E 34' OF N 97.5' LOT 11 & E 34' OF S 97.5' LOT 2	BOOK PAGE	283 00228

055022004011006000	0.436	WILLIAMS, DAVID S.	$9,310	1900-COM
Address:		4601 HICKORY LANE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 1	BOOK PAGE	0360 4973
			$128,140	
TOTALS	3.482 ACRES		ASSESSED VALUE	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF 41ST STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHWEST CORNER OF THE POINT WHERE 41ST STREET CONNECTS WITH JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 42ND STREET. ALSO WILL INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE. ALL OF THE RIGHT OF WAY SOUTH OF SAID LINE TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF 42ND STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE.

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004003005002	0.203	WOLTJER, DONALD D.	$21,350	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SE COR LOT 508 W 92.47' N 96.41' E 92.43' S 95.73' TO POB	BOOK PAGE	355 04569
055022004003005001	0.206	WOLTJER, DONALD D.	$22,680	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SW COR LOT 508 N 97.10' E 92.43' S 96.41' W 92.47' TO POB	BOOK PAGE	355 04569

055022004003005000	0.381	WOLTJER, DONALD D.	$44,370	1993-RES
Legal Description:		FREEMAN GROVE 5 (UNRECORDED) BEG NE COR LOT 495 S 89.73' W 184.87' N 91.09' E 184.82' TO POB	BOOK PAGE	355 04569
Address:		PO BOX 20 NEOSHO, MO 64850		
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	285 00399
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04585
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK PAGE	0362 04585
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK PAGE	0362 04585
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK PAGE	0362 04582
055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582

055022004002002000	0.448	RKS DEVELOPMENT, LLC	$1,960	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04582
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003006000	0.344	RENT JOPLIN.COM LLC	$9,310	1929-RES
Address:		530 S. VIRGINIA JOPLIN, MO 64801		
Legal Description:		PT NE1/4 SE1/4 LOTS 474-483 & 484 EX W 85' FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	354 06256
055022004003006001	0.146	LANDIS, ROBERT C. & BARBARA R.	$24,340	1952-RES
Address:		2820 IRON GATES ROAD JOPLIN, MO 64804		
Legal Description:		WITMERS 1: PT LOT 4 BEG 115' W NE COR W 80' S 135' E 80' N 135' TO POB	BOOK PAGE	0359 2434
055022004003006002	0.146	CARDEN, MAX & INA	$21,300	1992-RES
Address:		1615 W. ASH ROGERS, AR 72758		
Legal Description:		FREEMAN GROVE 5: W 85' LOT 484 & W 85' S1/2 LOT 483	BOOK PAGE	355 01690
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
TOTALS	**28.577 ACRES**		**$220.350 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO WILL INCLUDE THE RIGHT OF WAY OF 37TH AND 38TH STREET LYING WEST OF HEARNE'S BOULEVARD AND EAST OF JOPLIN AVENUE. ALSO INCLUDES ANY PORTION OF 38TH STREET WHICH HAS BEEN VACATED. ALSO INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET LYING WEST OF HEARNE'S BOULEVARD AND NORTH OF 41ST STREET. ALSO INCLUDES ALL ALLEYS WITHIN THE RPA SHOWN ON THE ABOVE MAP, VACATED OR OTHERWISE. ALSO INCLUDES THE VACATED PORTIONS OF PEARL AVENUE AND OAKRIDGE AVENUE SHOWN ON THE ABOVE MAP.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREAS

Legal Description of Redevelopment Project 1

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022001001004000	0.260	GOODSON, ROBERT & DONNA 3227 MAIN JOPLIN, MO 64804	$17,120	1945-RES
Address:				
Legal Description:		FREEMAN GROVE 1 & 6: LOTS 8-9-10 & 11 EX W 50'	BOOK PAGE	324 02670
056023002001022000	0.325	COLE, MICHAEL B. & DONNA I. 6895 Beef Branch Road Joplin, MO 64804	$6,790	1945-RES
Address:				
Legal Description:		COLLINS: N 102' LOT 10	BOOK PAGE	342 02769
056023002001023000	0.325	LEWIS, BERT G. 3235 S MAIN JOPLIN, MO 64804	$9,540	1945-RES
Address:				
Legal Description:		COLLINS: PT LOT 10 BEG 102' S NW COR E 139' S 102' W 139' N 102' TO POB	BOOK PAGE	354 01958
056023002001024000	0.326	LEGALLY BLONDE INVESTMENTS, LLC P. O. BOX 249 SAGINAW, MO 64864	$7,410	1945-RES
Address:				
Legal Description:		COLLINS: S1/3 LOT 10	BOOK PAGE	0360 01057
056023002001025000	0.488	LOYD, KEVIN G. 129 E. 33RD JOPLIN, MO 64804	$9,780	1945-RES
Address:				
Legal Description:		COLLINS: W1/2 LOT 11	BOOK PAGE	353 08014
056023002001026000	0.489	O'DELL, DION P. 133 E. 33RD JOPLIN, MO 64804	$10,370	1945-RES
Address:				
Legal Description:		COLLINS: E1/2 LOT 11	BOOK PAGE	0359 1864
056023002002021000	0.234	JUDD, MARK A. 132 E. 33RD JOPLIN, MO 64804	$4,670	??-RES
Address:				
Legal Description:		COLLINS: E 59' OF N 150' LOT 20 & W 9' OF N 150' LOT 21	BOOK PAGE	350 09332
056023002002022000	0.253	DEWEESE, CRYSTAL R. 120 E. 33RD JOPLIN, MO 64804	$17,590	1950-RES
Address:				
Legal Description:		COLLINS: N 138' OF W 80' LOT 20	BOOK PAGE	356 04629

056023002002023000	0.882	HECKMASTER, STEVE & DIANA & STEVEN SMITH 2607 WISCONSIN AVENUE	$28,100	??-COM
Address:		Joplin, MO 64804		
Legal Description:		COLLINS: LOT 19	BOOK PAGE	0360 03991
056023002002024000	0.253	DENNIS, JEFFREY SCOTT & D'ANN	$13,850	1956-RES
Address:		101 POINDEXTER PINEVILLE, MO 64856		
Legal Description:		COLLINS: W 80' LOT 20 EX N 138'	BOOK PAGE	0362 05661
056023002002025000	0.172	FISHER, LINDSEY	$11,140	??-RES
Address:		121 PLAZA DRIVE JOPLIN, MO 64804		
Legal Description:		COLLINS: E 59' LOT 20 EX N 150' & EX S 30'	BOOK PAGE	0361 08484
056023002005008000	0.333	DOKE, LAVONNE LEEANNE	$16,600	1970-RES
Address:		P.O. BOX 1137 JOPLIN, MO 64802-1137		
Legal Description:		PARK PLAZA 1: LOT 3	BOOK PAGE	346 02905
056023002005009000	0.666	RUARK, DENNIS L. & MARY JANE	$36,420	1976-RES
Address:		3506 SILVER CREEK ROAD JOPLIN, MO 64804-5348		
Legal Description:		PARK PLAZA 1: LOTS 1 & 2	BOOK PAGE	300 01198
056023002005010000	0.563	JOPLIN CITY	$0	1971-EXEMPT
Address:		602 S. MAIN JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: LOT 22 EX E 32' & ALL LOTS 23 & 24	BOOK PAGE	358 01024
056023002005011000	0.220	GILSTRAP, DOROTHY J.	$9,750	1964-RES
Address:		9386 ELM DRIVE JOPLIN, MO 64804		
Legal Description:		PARK PLAZA 1: W 33.7' LOT 21 & E 32' LOT 22	BOOK PAGE	0361 07849
TOTAL PROJECT 1	**5.789 Acres**		**$199,130 Assessed Value**	

STREET RIGHT OF WAY TO BE INCLUDED.

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF PARCEL # 056023002001024000, BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL, PROCEEDING DUE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD, THENCE PROCEEDING SOUTH ALONG THE WESTERN RIGHT OF WAY OF HEARNE'S BOULEVARD TO THE NORTHWEST CORNER OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD AND 34TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF MAIN STREET THAT LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL # 056023002002022000, THENCE PROCEEDING WEST TO THE WESTERN RIGHT OF WAY OF MAIN STREET. INCLUDES ALL OF THE RIGHT OF WAY OF MAIN STREET SOUTH OF THAT LINE TO A 90 DEGREE CURVE IN THE STREET AT TO THE POINT THE STREET BECOMES PLAZA DRIVE. ALSO INCLUDING THE RIGHT OF WAY OF PLAZA DRIVE BEGINNING AT THE SOUTHWEST CORNER OF PARCEL #056023002001026000, THENCE PROCEEDING SOUTH TO THE SOUTHERN RIGHT OF WAY OF PLAZA DRIVE. INCLUDES ALL OF PLAZA DRIVE FROM THAT POINT TO THE 90 DEGREE CURVE AT THE POINT WHERE THE STREET BECOMES MAIN STREET.

Legal Description of Redevelopment Project 2

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023002006001000	0.305	WOOD, WILLIAM K. 326 E. 34TH JOPLIN, MO 64804	$13,430	1974-RES
Address:				
Legal Description:		MODOC ACRES: LOT 26 EX W 140' & N 10'	BOOK PAGE	338 04078
056023002006002000	0.305	WILSON, PHYLLIS K. 318 E. 34TH JOPLIN, MO 64804	$13,240	??-RES
ADDRESS:				
Legal Description:		MODOC ACRES: E 70' OF W 140' LOT 26	BOOK PAGE	338 03974
056023002006003000	0.305	CLAFLIN, JOHN 314 E. 34TH JOPLIN, MO 64804	$13,530	??-RES
Address:				
Legal Description:		MODOC ACRES: W 70' LOT 26 EX N 10'	BOOK PAGE	358 02558
056023002006004000	0.393	NASH, KENNETH W. & ARLENE 310 E. 34TH JOPLIN, MO 64804	$16,300	??-RES
Address:				
Legal Description:		MODOC ACRES: E 90' LOT 25	BOOK PAGE	291 00074
056023002006005000	0.480	ERMAN, ROBERT MICHAEL 302 E. 34TH JOPLIN, MO 64804	$18,940	??-RES
Address:				
Legal Description:		MODOC ACRES: W 110' LOT 25	BOOK PAGE	0360 6257
056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
Legal Description:		MODOC ACRES: LOTS 6 & 7 EX N 10' & S 150' OF N 160' OF E 50' LOT 5	BOOK PAGE	0361 06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	BOOK PAGE	0361 07848
056023002007012001	7.800	RKS DEVELOPMENT	$9,840	Vacant-RES
		MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC	BOOK PAGE	0362 07379
Legal Description:				
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE 202 E. 32ND JOPLIN, MO 64804	$5.890	Vacant-COM
Address:				
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	BOOK PAGE	0361 08862

056023002006009000	1.300	DOSS, CLYDE E. JR & ANNA 3529 VIRGINIA	$10,570	1940-RES
Address:		JOPLIN, MO 64801		
Legal Description:		MODOC ACRES: LOT 20	BOOK PAGE	0181 0441
056023002006010000	1.800	LUNDSTRUM, BOB	$3,690	Vacant-AGR
Legal Description:		MODOC ACRES: W 200' LOTS 21-22-23 & 24	BOOK PAGE	0362 01710
056023002006011000	2.900	LUNDSTRUM, BOB	$4,790	Vacant-AGR
Legal Description:		MODOC ACRES: LOT 19 & E 210' LOTS 21-22 23 & 24	BOOK PAGE	245 00467
Address:		711 E. 33RD JOPLIN, MO 64804		
NO PARCEL #	1.500	Missouri Department of Transportation P.O. 868	$0	Vacant-EXEMPT
Address:		Springfield, Mo 65801		
Legal Description:		An estimated 1.5 Acres lying south of 36th Street, east of Virginia Avenue, west of main and north of Newton County Parcel # 056023003002005000 and 056023003002005001 in Section 23 Township 27 Range 33 of Newton County, except that part used for right of way for Main Street and 36th Street.	BOOK PAGE	NA
056023003002005000	1.110	RKS DEVELOPMENT, LLC	$5,850	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02327
056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-COM
Legal Description:		W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB	BOOK PAGE	0362 02327
Address:		202 E. 32ND JOPLIN, MO 64804		
PT OF 056023003002005001	0.332	WHITE, KEITH V.	$9,280	1940-RES
Legal Description		BEG 517.15' E & S 14* E 122.08' NW COR NW1/4 SW1/4 S 14* E 92.55' W 169.90' N 90' E 146.17' TO POB & EASEMENT OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY LYING WEST OF VIRGINIA AVENUE.	BOOK PAGE	0347 04478

056023003002005002	0.601	WHITE, KEITH V. & DEBBIE A.	$3,105	Vacant-RES
		PT NW1/4 SW1/4 BEG 402.29' E OF NW COR E 253.84' S 208.71' W 253.84' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB ETC OF		
Legal Description:		SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	355 06307
Address:		3706 VIRGINIA AVENUE JOPLIN, MO 64804		
056023003002006000	0.843	RDE, LLC	$35,230	1993-RES
Address:		817 MAIDEN LANE JOPLIN, MO 64801		
		PT NW1/4 SW1/4 BEG 208.71' S & 271.29' E NW COR SW1/4 W 183.71' E 329.83' N 183.71' W 329.83' TO POB EX W 129.83' OF SECTION 23 TOWNSHIP	BOOK	0362
Legal Description		27 RANGE 33 OF NEWTON COUNTY	PAGE	3730
TOTAL	**27.48**		**$377,095**	

STREET RIGHT OF WAY TO BE INCLUDED IN RPA

RPA WILL INCLUDE THAT PART OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD SOUTH OF THIS LINE TO A LINE, WHICH BEGINS AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE PROCEEDING WESTERLY TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 34TH STREET BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 34TH STREET AND HEARNE'S BOULEVARD, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY OF 34TH STREET. INCLUDES ALL OF THE RIGHT OF WAY OF 34TH STREET LYING EAST OF THIS LINE TO A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF KENTUCKY AVENUE AND 34TH STREET, THENCE NORTH TO THE NORTH RIGHT OF WAY LINE OF 34TH STREET. ALSO INCLUDES ALL OF KENTUCKY STREET LYING SOUTH OF 34TH STREET TO A POINT WHERE KENTUCKY CONNECTS WITH 36TH STREET. ALSO INCLUDES ALL OF 36TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A POINT WHERE 36TH STREET CONNECTS WITH KENTUCKY AVENUE. ALSO INCLUDES THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF WHERE IT CONNECTS WITH 36TH AND KENTUCKY STREET TO THE POINT IT CONNECTS WITH 37TH STREET. ALSO INCLUDING ALL OF 37TH STREET LYING EAST OF THE POINT IT CONNECTS WITH VIRGINIA AVENUE TO A POINT WHERE IT CONNECTS WITH KENTUCKY AVENUE.

Legal Description of Redevelopment Project 3

PARCEL NUMBER	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
056023003003002000	2.900	MARCULES, BART AUGUSTIN TRUST	$322,750	Apt-RES
Address:		988 E. CEMETERY ROAD GRANBY, MO 64844		
Legal Description:		PT NW1/4 SW1/4 BEG 170' E & 612.56' N SW COR N 257.20' E 486.13' S 257.20' W 486.13' TO P	BOOK PAGE	0362 05967
056023003003003000	0.600	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG 492.56' N & 170' E SW COR NW1/4 SW1/4 N 120' E 223' S 120' W 223' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 12512
056023003003004000	0.529	SCHOOL DISTRICT OF JOPLIN R-VIII	$0	EXEMPT
Legal Description:		SCHOOL PROPERTY-BEG SW COR M-15 E 176.47' N 127.61' W 180' S 125.56' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	352 14889
056023003003004002	0.248	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-BEG 140' S & 180' E NW COR M-15 S 127.61' E 85' N 127.61' W 85' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	353 00708
056023003003005000	5.400	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-W 73.7' OF S 97' OF: BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 73.7' S 97' TO 15' N OF S LN W 73.7' TO POB & W 656.13' OF S 347' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	350 09703
056023003010001000	1.300	SCHOOL DISTRICT 42	$0	EXEMPT
Legal Description:		SCHOOL-LOTS 5 & 6 STAPLES & PABST 2 & BEG NE COR LOT 5 E 130' W 130' N 205' TO POB	BOOK PAGE	240 00566
056023003010002000	0.386	JOPLIN R-8 SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-PT LOT 7 STAPLES & PABST 2	BOOK PAGE	324 02870
056023003010003000	0.416	JOPLIN R-VIII SCHOOL DISTRICT	$0	EXEMPT
Legal Description:		SCHOOL-LOT 8 EX E 114' STAPLES & PABSTS 2	BOOK PAGE	353 02365
Address:		P.O. BOX 128 JOPLIN, MO 64802		
056023003003012000	0.459	RAINEY, JANE E.	$6,690	1920-RES
Address:		3922 S. PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		JONES: LOT 23	BOOK PAGE	0361 03456

056023003003011000	0.462	RKS DEVELOPMENT, LLC	$2,240	Vacant-RES
Address:				
Legal Description:		JONES: LOT 24	BOOK 0359 PAGE 05017	
056023003003010000	0.441	CRUMBLISS, CAROLYN J.	$6,420	1920-RES
Address:		1913 W. 10TH ST. JOPLIN, MO 64801		
Legal Description:		PT NW1/4 SW1/4 BEG 656.13' E & 332.4' N SW COR N 100' E 190.6' S 100' W TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK 349 PAGE 03014	
056023003003009000	0.261	HUNTER, LORI ANN	$6,640	1900-RES
Address:		318 E. 41ST JOPLIN, MO 64804		
Legal Description:		TR M-19 PT NW1/4 SW1/4 BEG 656.13' E & 228.4' N SW COR N 104' E 208.7' S 104' W 208.7' TO POB EX S 45' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK 351 PAGE 05812	
056023003003008000	0.519	ALTMAN, JEFFREY L.	$9,280	1945-RES
Address:		4016 PENNSYLVANIA JOPLIN, MO 64804		
Legal Description:		TR M-18 PT NW1/4 SW1/4 BEG 656.13' E & 112' N SW COR N 116.5' E 208.7' S 116.5' W 208.7' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK 355 PAGE 04106	
056023003003007000	0.267	SMITH, ELLA L.	$8,720	1942-RES
Address:		4030 PENNSYLVANIA AVENUE JOPLIN, MO 64804		
Legal Description:		PT M-17 BEG 656.13' E & 15' N SW COR NW1/4 SW1/4 N 97' E 208.7' S 97' W 208.7' TO POB EX W 73.7' OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK 0360 PAGE 04606	
056023003010003001	0.537	LOCKE, MICHAEL K. & TANIA R.	$34,470	1996-RES
Address:		P.O. BOX 2004 JOPLIN, MO 64803-2004		
Legal Description:		GRIFFIN: LOTS 1-2 & 3	BOOK 345 PAGE 01069	
			$397,210	
TOTALS	14.73 ACRES		ASSESSED VALUE	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD WHICH LIES SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF PARCEL #056023003002005000, THENCE WEST TO THE WESTERN RIGHT OF WAY LINE OF HEARNE'S BOULEVARD. INCLUDES ALL OF THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF THIS LINE TO A LINE WHICH BEGINS AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD, THENCE EAST TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ST STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET WHICH LIES EAST OF THE POINT WHICH 39TH STREET CONNECTS WITH HEARNE'S BOULEVARD TO A LINE WHICH BEGINS AT THE NORTHEAST CORNER OF PARCEL #056023003003002000, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 39TH STREET. ALSO INCLUDES A VACATED STREET WHICH LIES EAST OF PARCELS #056023003002005001AND #056023003002006000, SOUTH OF 37TH

STREET AND NORTH OF 39TH STREET. ALSO INCLUDES THE RIGHT OF WAY OF PENNSYLVANIA LYING SOUTH OF 39TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDES THE RIGHT OF WAY OF 41ST STREET LYING EAST OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND PENNSYLVANIA, THENCE SOUTH TO THE SOUTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET WHICH LIES EAST OF THE RIGHT OF WAY OF THE POINT IT CONNECTS WITH HEARNE'S BOULEVARD AND AT A NORTH SOUTH LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND VIRGINIA AVENUE.

Legal Description of Redevelopment Project 4

0560230030110010000	1.000	RAINBOW DEVELOPMENT ONE, LLC.	$7,860-R	1936-RES
Address:		4029 MISSOURI JOPLIN, MO 64804		
Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	358 09788
056023003011002000	1.080	MOFFAT, CLYDE & ELEANOR	$58,200-C	1986-COM
Address:		P.O. BOX 781 SPRINGDALE, AR 72764		
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	328 02165
056023003011003000	0.520	SHEPHERD, SCOTT S.	$14.010-R	1945-RES
Address:		4230 VIRGINIA JOPLIN, MO 64804		
Legal Description:		Beginning at the SE Corner of Lot 20 of the Staples & Pabst 2 Subdivision, thence west 150', thence north 153.7, thence east 150', thence south 153.7 to POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	356 02415
056023003011004000	0.180	RKS DEVELOPMENT, LLC	$10,230-R	1967-RES
Address:		202 EAST 32ND JOPLIN, MO 64804		
Legal Description:		The east 150' and the north 53.7' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	362 04583
056023003016001000	0.350	KIENZLE, GARY L. & CARLENE	$16,700-R	1979-RES
Address:		4306 Virginia JOPLIN, MO 64804		
Legal Description:		The north 174' of Lot 29, except the west 115' of the north 174' of Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	314 00269
056023003016002000	0.200	BIBENS, HARRY A. & DEBORAH	$6,010-R	1945-RES
Address:		108 EAST 43RD JOPLIN, MO 64804		
Legal Description:		The WEST 115' OF THE NORTH 174' OF Lot 29 of Staples & Pabst 2 Subdivision of Section 23 Township 27 Range 33 of Newton County	BOOK PAGE	301 00951
0560230030160030000	0.070	GONZALEZ, OSCAR H. & LAURA	$670-R	Vacant-RES
Address:		4301 MAIN JOPLIN, MO 64804		
Legal Description:		North 50' of Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	355 00783

056023003016004000	0.210	PERRY MANAGEMENT, LP	$2,070-R	Vacant-RES
Address:		P.O. BOX 514 CARTHAGE, MO 64836		
Legal Description:		East 62' of THE SOUTH 150' OF Lot 30 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	351 06683
			$115,750	
	3.610		ASSESSED	
TOTALS	ACRES		VALUE	

STREET RIGHT OF WAY TO BE INCLUDED

RPA WILL INCLUDE THE RIGHT OF WAY OF HEARNE'S BOULEVARD LYING SOUTH OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND HEARNE'S BOULEVARD THENCE WESTWARD TO THE SOUTHWEST CORNER OF 41ST STREET AND HEARNE'S BOULEVARD, ALL OF THE RIGHT OF WAY LYING SOUTH TO A LINE WHICH BEGINS AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD, THENCE PROCEEDING EASTERLY TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY OF 43TH STREET AND HEARNE'S BOULEVARD. ALSO INCLUDING ALL OF THE RIGHT OF WAY OF VIRGINIA AVENUE LYING SOUTH OF 42ND STREET AND NORTH OF 43TH STREET. ALSO INCLUDING THE RIGHT OF WAY OF 43RD STREET LYING EAST OF HEARNE'S BOULEVARD AND WEST OF VIRGINIA AVENUE. ALSO INCLUDING THE RIGHT OF WAY OF 43TH STREET LYING EAST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHEAST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 44TH STREET, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF VIRGINIA AVENUE AND 43TH STREET.

Legal Description of Redevelopment Project 5

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004011001000	0.280	OX, L.L.C.	$6,750	1902-RES
Address:		1505-A W. 10TH JOPLIN, MO 64801		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 1 EX W 70'	BOOK PAGE	0360 07635
055022004011002000	0.157	LUCAS, DAVID E.	$6,290	1920-RES
Address:		% HARLAN DAVID SMITH- TS2013 STELLA, MO 64867		
Legal Description:		STAPLES & PABST 1: W 70' N1/2 LOT 1	BOOK PAGE	356 03047
055022004011003000	0.413	SOOTER, KEVIN	$13,040	1930-RES
Address:		4115 JOPLIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: PT LOTS 2 & 11 BEG NW COR LOT 2 S 143.61' E 161.22' N 46.37' E 34.03' N 97.62' W 195' TO POB	BOOK PAGE	356 05572
055022004011003001	0.604	GARRISON, GEORGE O. & BARBARA	$9,820	1951-RES
Address:		4145 JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABSTS: BEG SW COR LOT 11 N ALG W LOT LN 134.88' E 161' S 37.38' E 34' S 97.50' W 195' TO POB	BOOK PAGE	352 08017
055022004011003002	0.198	AUBREY, BONNIE	$19,820	Vacant-RES
Address:		4107 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST: PT LOT 2 BEG NW COR E 195' S 97.22' W 34.03' S 46.37' W 161.22' N 143.61' TO POB EX BEG 120' E OF NW COR E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB ETC.	BOOK PAGE	0360 4170
055022004011003003	0.247	EMBREY, MICHELLE E.	$17,670	2008-RES
Address:		118 W. 41ST JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST BEG NW COR LOT 2 E 1200' TO POB E 75' S 97.62' W 34.03' S 46.37' W 41.22' N 143.58' TO POB	BOOK PAGE	358 02178
055022004011003004	0.198	STERNES, ELIZABETH A.	$5,980	1951-RES
Address:		4105 S. JOPLIN AVENUE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST'S: BEG NW COR LOT 2 E 120' S 71.81' W 120' N 71.81' TO POB	BOOK PAGE	360 3905
055022004011004000	0.436	VOLK, RICHARD E. & DIANE M.	$26,210	1972-COM
Address:		4130 HEARNE'S BLVD. JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 12	BOOK PAGE	343 06795

055022004011005000	0.513	BOTTOROFF, JERRY R. & JUDITH ANN	$13,250	1965-COM
Address:		4118 S. MAIN JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: N1/2 LOT 12 & E 34' OF N 97.5' LOT 11 & E 34' OF S 97.5' LOT 2	BOOK PAGE	283 00228
055022004011006000	0.436	WILLIAMS, DAVID S.	$9,310	1900-COM
Address:		4601 HICKORY LANE JOPLIN, MO 64804		
Legal Description:		STAPLES & PABST 1: S1/2 LOT 1	BOOK PAGE	0360 4973
TOTALS	**3.482 ACRES**		**$128,140 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF 41ST STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE NORTHWEST CORNER OF THE POINT WHERE 41ST STREET CONNECTS WITH JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 41ST STREET AND NORTH OF 42ND STREET. ALSO INCLUDING THE RIGHT OF WAY OF 42ND STREET LYING WEST OF HEARNE'S BOULEVARD TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF 42ND STREET AND JOPLIN AVENUE, THENCE NORTH TO THE NORTHERN RIGHT OF WAY LINE OF 42ND STREET. ALSO WILL INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF A LINE BEGINNING AT THE NORTHWEST CORNER OF THE RIGHT OF WAY OF 41ST STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE. ALL OF THE RIGHT OF WAY SOUTH OF SAID LINE TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF 42ND STREET AND SOUTH JOPLIN AVENUE, THENCE EASTERLY TO THE EAST RIGHT OF WAY LINE OF SOUTH JOPLIN AVENUE.

Legal Description of Redevelopment Project 6

PARCEL #	ACRES	OWNER	ASSESSED VALUE	AGE & CLASS
055022004003005002	0.203	WOLTJER, DONALD D.	$21,350	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SE COR LOT 508 W 92.47' N 96.41' E 92.43' S 95.73' TO POB	BOOK 355 PAGE 04569	
055022004003005001	0.206	WOLTJER, DONALD D.	$22,680	1993-RES
Legal Description:		FREEMAN GROVE 5 BEG SW COR LOT 508 N 97.10' E 92.43' S 96.41' W 92.47' TO POB	BOOK 355 PAGE 04569	
055022004003005000	0.381	WOLTJER, DONALD D.	$44,370	1993-RES
Legal Description:		FREEMAN GROVE 5 (UNRECORDED) BEG NE COR LOT 495 S 89.73' W 184.87' N 91.09' E 184.82' TO POB	BOOK 355 PAGE 04569	
Address:		PO BOX 20 NEOSHO, MO 64850		
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK 285 PAGE 00399	
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK 0362 PAGE 04585	
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK 0362 PAGE 04585	
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK 0362 PAGE 04585	
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK 0362 PAGE 04582	
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK 0362 PAGE 04582	

055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004002002000	0.448	RKS DEVELOPMENT, LLC	$1,960	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04582
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003006000	0.344	RENT JOPLIN.COM LLC	$9,310	1929-RES
Address:		530 S. VIRGINIA JOPLIN, MO 64801		
Legal Description:		PT NE1/4 SE1/4 LOTS 474-483 & 484 EX W 85' FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	354 06256
055022004003006001	0.146	LANDIS, ROBERT C. & BARBARA R.	$24,340	1952-RES
Address:		2820 IRON GATES ROAD JOPLIN, MO 64804		
Legal Description:		WITMERS 1: PT LOT 4 BEG 115' W NE COR W 80' S 135' E 80' N 135' TO POB	BOOK PAGE	0359 2434
055022004003006002	0.146	CARDEN, MAX & INA	$21,300	1992-RES
Address:		1615 W. ASH ROGERS, AR 72758		
Legal Description:		FREEMAN GROVE 5: W 85' LOT 484 & W 85' S1/2 LOT 483	BOOK PAGE	355 01690
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
TOTALS	**28.577 ACRES**		**$220.350 ASSESSED VALUE**	

STREET RIGHT OF WAY TO BE INCLUDED

THE RPA WILL INCLUDE THE RIGHT OF WAY OF JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO WILL INCLUDE THE RIGHT OF WAY OF 37TH AND 38TH STREET LYING WEST OF HEARNE'S BOULEVARD AND EAST OF JOPLIN AVENUE. ALSO INCLUDES ANY PORTION OF 38TH STREET WHICH HAS BEEN VACATED. ALSO INCLUDING THE RIGHT OF WAY OF SOUTH JOPLIN AVENUE LYING SOUTH OF 36TH STREET AND NORTH OF 41ST STREET. ALSO INCLUDING THE RIGHT OF WAY OF 39TH STREET LYING WEST OF HEARNE'S BOULEVARD AND NORTH OF 41ST STREET. ALSO INCLUDES ALL ALLEYS WITHIN THE RPA SHOWN ON THE ABOVE MAP, VACATED OR OTHERWISE. ALSO INCLUDES THE VACATED PORTIONS OF PEARL AVENUE AND OAKRIDGE AVENUE SHOWN ON THE ABOVE MAP.

EXHIBIT C

PRIVATE PROJECT IMPROVEMENTS

The Private Project Improvements will generally consist of the following improvements as described in the Redevelopment Plan:

1. Construct approximately 459,600 square feet of new retail and office space along with all necessary and required parking, access drives, utilities, landscaping and related improvements necessary to serve the development.

2. Construct and implement mitigation plans for streams in the Redevelopment Area to address storm water issues in conjunction with the development of the Redevelopment Projects as required by the U.S. Army Corps of Engineers in accordance with approved plans.

EXHIBIT D

PUBLIC PROJECT IMPROVEMENTS

The Public Project Improvements will generally consist of the following improvements:

Construction of public streets, sidewalks, water, sanitary sewer, and storm water improvements in accordance with adopted City standards within the Redevelopment Area as described in the Redevelopment Plan unless modified by the City as part of the Land Use Approvals process.

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence	Complete
Blight Removal:		
Projects 2 & 6	2015	2016
Projects 3 & 5	2017	2018
Projects 1 & 4	2018	2019
Construction of Public Project Improvements:		
Projects 2 & 6	2016	2018
Projects 3 & 5	2018	2019
Projects 1 & 4	2019	2020
Construction of Private Project Improvements:		
Projects 2 & 6	2016	2029
Projects 3 & 5	2018	2029
Projects 1 & 4	2019	2032

All scheduled activities may commence earlier than the dates set out above.

EXHIBIT F

REDEVELOPMENT PROJECTS COST BUDGET

[see attached]

DESCRIPTION	TOTAL ALL PROJECT COSTS	TIF REIMBURSABLE COSTS	CID COST	
PROPERTY ACQUISITION				
PRIMARY SITE COST 83 Acres	$19,886,713	$3,200,000		
SUB-TOTAL	**$19,886,713**	**$3,200,000**		
LAND PREPARATION				
DEMOLITION & UTILITY REMOVAL	$759,100	$759,100		
EXTRAORDINARY SITE COSTS-IMPORT FILL	$9,462,479	$9,462,479		
SUB-TOTAL	**$10,221,579**	**$10,221,579**		
CONSTRUCTION COSTS				
RPA-1 BUILDINGS	$8,085,000			
RPA-1 SITE PREP-SITE IMPROVEMENTS	$595,204			
RPA-2 BUILDINGS	$43,245,930			
RPA-2 SITE PREP-SITE IMPROVEMENTS	$2,780,718			
RPA-3 BUILDINGS	$16,275,000			
RPA-3 SITE PREP-SITE IMPROVEMENTS	$1,190,408			
RPA-4 BUILDINGS	$3,675,000			
RPA-4 SITE PREP-SITE IMPROVEMENTS	$453,046			
RPA-5 BUILDINGS	$4,305,000			
RPA-5 SITE PREP-SITE IMPROVEMENTS	$432,276			
RPA-6 BUILDINGS	$24,777,000			
RPA-6 SITE PREP-SITE IMPROVEMENTS	$2,953,586			
MARKETING COST	**$14,588,032**			
SUB-TOTAL	**$123,356,200**			
PROFESSIONAL FEES				
ARCHITECTURAL & ENGINEERING	$800,000	$800,000		
LEGAL & PROFESSIONAL	$275,000	$275,000		
SUB-TOTAL	**$1,075,000**	**$1,075,000**		
TOTAL PRIVATE-BLIGHT COSTS	**$154,539,492**	**$14,496,579**		
PUBLIC IMPROVEMENTS				
UTILITY INSTALLATION	$2,949,512	$2,949,512		
STREET IMPROVEMENTS/APPROACHES/CURB	$7,553,294	$7,553,294		
SCHOOL PARKING LOT	$770,500	$770,500		
MITIGATION COST	$3,860,000	$3,860,000		
STORM WATER CONTROL	$700,000	$700,000		
SUB-TOTAL	**$15,833,306**	**$15,833,306**		
TOTAL ALL HARD COST	**$170,372,798**	**$30,329,885**		
CONTINGENCY	**$3,757,634**	**$537,610**		
TOTAL HARD COST WITH CONTINGENCY	**$174,130,432**	**$30,867,495**		
TOTAL FINANCING COSTS	**$56,199,621**	**$7,151,579**	**$9,149,469**	*** SEE NOTE BELOW**
GRAND TOTAL	**$230,330,053**	**$37,481,464**	**$9,149,469**	
PERCENTAGES	100%	16%	3.97%	
CID FUNDING OF COST		$9,601,356	$9,149,469	
LOCAL TAXING DISTRICTS PORTION		$27,880,108		
PERCENTAGES		12.10%		

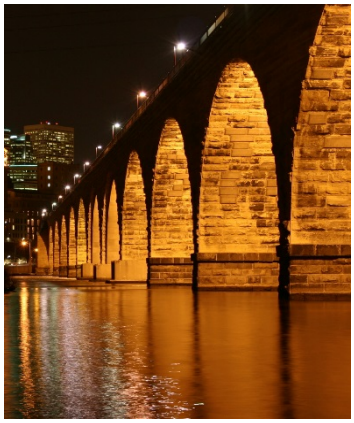
NOTE: This amount is the unpaid principal and interest estimated to remain at the end of 14 years of capturing TIF Revenue based on projections.

The maximum term the TIF can exist is 16 years per RPA, it is projected to take 15 years to pay back the maximum TIF Reimbursable, as illustrated in the Plan.

The South Main Street CID, which is a special taxing district established only within the Redevelopment Area, collects a 1% additional tax.

The South Mains Street CID will continue to operate to pay any unpaid balance after the TIF, or pay the cost above the Maximum TIF Budget of $37,481,469

CID payments will not affect any other taxing district. Estimated CID will run for an additional 15 years to pay any unpaid amount.





But-For Determination Report

City of Joplin, Missouri

Proposed South Main Tax Increment Finance Redevelopment Plan

May 26, 2015

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Mission Statement

Springsted provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.

1. Purpose

The report that follows is pursuant to Missouri Statutes 99.800 et seq. relative to a determination that the proposed Project within the proposed TIF Redevelopment Plan would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan.

We have approached this determination based on the proposed Projects' plans regarding redevelopment costs, outcomes, financing sources, and timing, to develop a measure of the Developer's expected return when compared to the amount of risk. If a project is undertaken and investments are made to create pad ready lots to be sold a price appropriate in the market place, a measure of return on the initial investment can be calculated. The measure of return on the initial investment is used to make a determination based on whether or not a potential return is reasonable without the requested subsidy, within the current marketplace and at the present time. The anticipated total captured revenue includes TIF (100% of PILOTS & 50% of EATS), and CID Sales Tax (1.0% sales tax, 50% captured as EATS). The Developer is seeking private subsidy assistance based on the captured TIF and CID revenue as defined above.

2. Executive Summary

The calculated Profit/Loss realized by the Developer with and without the subsidy request, based on the project costs and market value of the proposed project are shown in the tables below. Determining if a project would occur without subsidy requires the testing of various assumptions which have a material affect on the calculated return on investment. We have tested the sensitivity of the return without assistance by varying the cost and the revenue assumptions, each independently and then collectively. The reason for testing sensitivity is to illustrate the magnitude with which project assumptions would have to change in order for the project to *break-even* without assistance. Table A below, details the significant findings of the sensitivity analysis:

Table A

Without Assistance Sensitivity Analysis	Change Necessary to Break Even
Decreased Costs	45% Decrease
Increased Sale Value	81% Increase
Combined Cost and Sale Value	29% Decreased Costs 29% Increase Sale Value

The table above indicates the magnitude at which all project assumptions would have to change for the project to *break-even* without assistance. Absent the changes outlined above, the project would not result in a profit, and would require changes greater than the amount outlined above to attract a market return sufficient enough to warrant investment. We believe changes of these magnitudes are an unlikely realization which indicates the proposed project would not likely be completed through private enterprise alone.

Table B, below, illustrates the Developer's return on investment with and without assistance based on their assumed costs and our modifications to the return calculation:

Table B

Developer Return on Investment	With Assistance	Without Assistance
	14.05%	(44.75%)

3. The Project

The proposed South Main Tax Increment Finance (TIF) Redevelopment Plan proposes the creation of the South Main Redevelopment Area, which will contain an estimated 83 acres of property lying generally on both sides of Main Street, South of 32nd Street and North of I-44. The TIF Redevelopment Plan proposes the creation of six distinct Redevelopment Project Areas (RPA's 1-6). The individual project areas are proposed to be activated at varying times, depending on market conditions. Preliminarily, the Developer anticipates activating RPAs 2&6 in 2015, 3&5 in 2017, and 1&4 in 2018. The activation of all project areas will be subject to market considerations. The adoption of the TIF Redevelopment Plan requires the finding that the development of the Redevelopment Area as a whole would not be feasible but for the requested TIF assistance. Therefore, for purposes of this review we are evaluating the financial feasibility of the development of all six project areas as a whole. However, individual verification of the need for and amount of assistance for each individual project area may need to be undertaken by the City at the time activation is being requested.

The Developer of the South Main Redevelopment Area is RKS Development, LLC, who anticipates undertaking the development of all RPA's. The development pro forma analyzed in this review is from the perspective of RKS Development, LLC as a land developer, who will be undertaking the acquisition of the project areas, the installation of public improvements, the clearing and redevelopment of the individual development sites, and the sale of the redeveloped pad sites in a greenfield state to potential third-party investors. The but-for determination is based on the likelihood of the Developer undertaking the redevelopment of the project area, and the creation of greenfield development ready land, without the requested assistance.

The Developer is proposing to undertake the redevelopment to create approximately 24 greenfield pad building sites. The proposed end uses of the developed pad sites within the RPA's include; 132,500 square feet of commercial office building; 327,133 square feet of retail buildings, convenience stores, and a car wash; and a 96-unit apartment building. The redevelopment plan, and the but-for analysis, contemplates that the greenfield building sites will be sold to third-party building developers. The final determination on the project build-out will be determined by the purchasers of the pad-ready sites. It is acknowledged that some portion of the build-out will be undertaken by the Developer, but the exact mix of building projects undertaken by the Developer as opposed to third parties is unknown at this point in time. The Developer is also proposing to undertake necessary improvements to the site in order to bring it to a greenfield state. These necessary improvements include costs associated with: demolition and utility removal, extraordinary site costs and importing of fill, utility installation, street improvements, relocation of a school parking lot, wetland mitigation, storm water control, related soft costs, and contingency costs.

4. Redevelopment Costs

The total cost of the project is detailed in Table C below.

Table C

Total Project Cost	Total Cost	Developer	Third Party	TIF Reimbursable	CID Reimbursable
Land Acquisition Costs	$19,886,713	$16,686,713	$-	$3,200,000	-
Building Construction Costs & Site Improvement*	$108,768,168	-	$108,768,168	-	-
Marketing Cost – Commissions – Advertising*	$14,588,032	$1,645,568	$12,942,464	-	-
Utility Relocation-Extension Cost	$2,949,512	-	-	$2,949,512	-
Street Improvements	$7,553,294	-	-	$7,553,294	-
Demolition Cost	$759,100	-	-	$759,100	-
Site Excavation and Preparation	$9,462,479	-	-	$9,462,479	-
Wetland Mitigation Cost	$3,860,000	-	-	$3,860,000	-
Storm Water Control	$700,000	-	-	$700,000	-
School Parking Lot Relocation	$770,500	-	-	$770,500	-
Professional Fees	$1,075,000	-	-	$1,075,000	-
Contingency	$3,757,634	-	-	$537,610	-
Grand Total	$174,130,432	$18,332,281	$121,710,632	$30,867,495	$-
Percentages of Total Cost by Category	100%	10.553%	69.90%	17.73%	0.0%
Financing Costs	$56,199,621	$14,500,000	25,398,573	$7,151,579	$9,149,469
Grand Total with Financing Costs	$230,330,053	$32,832,281	$147,109,205	$38,019,074	$9,149,469

*These are line-items that are not largely associated with the development of the pad-ready sites and will be borne by third parties; therefore they are not being analyzed in this review.

Land Acquisition Cost

The Developer has estimated a total land acquisition cost of $19,886,713. Included in this amount is a request for approximately $3,200,000 of TIF reimbursement to offset land acquisition costs. Included within this line-item is $500,000 for costs associated with relocation. The net cost for the actual acquisition of property is $19,386,713, which the Developer has identified is for the purchase of 77.077 acres in total, which equates to 3,357,474 total square feet.

The Developer has indicated that the estimated cost for acquiring the property is based on a combination of factors including the actual cost for properties acquired to-date, existing County appraised market values, and additional costs due to the nature of the remaining properties to be acquired (mainly small lots and single family homes). The estimated cost assumes acquisition of all of the properties in the Redevelopment Area. However, the TIF Plan does not provide for the use of eminent domain by the City to acquire any properties for development. It is possible that not all property owners will be willing to sell and that some may be willing to sell but not at a price that is financially feasible for the Developer to pay. As a result, all of the properties in the Redevelopment

Area may not be acquired by the Developer which could result in a reduction of the total estimated land acquisition cost.

The Developer will be undertaking the construction of internal road ways, storm water control, wetland mitigation, and walking paths, which will result in a loss of property available to be sold. Utilizing information detailed in Exhibit 9 it appears they anticipate approximately 60.54 acres of property will be available to be sold following the redevelopment.

The land acquisition is the largest of the cost categories being carried by the Developer, and not being fully reimbursed from TIF Assistance. Therefore the actual land acquisition cost will significantly impact the rate of return with assistance, as an actual cost lower than illustrated will result in a return higher than projected; while conversely a cost higher than projected will result in a lower return.

TIF Reimbursable Expenses

The Developer has provided an estimate of TIF reimbursable costs totaling $27,667,495 (net of land acquisition reimbursement) for costs associated with utility relocations, street improvements, demolition costs, site excavation and preparation, wetland mitigation, storm water control, school parking lot relocation, professional fees, and contingency. The Redevelopment Plan details the nature of these costs.

The Developer is seeking reimbursement for these costs from TIF resources in an amount equal to the cost of $27,667,495 on a pay-as-you-go basis. Additionally, because these costs are being incurred by the Developer up-front and the reimbursement is being received over time, the Developer is seeking additional reimbursement for the anticipated 5.5% interest carrying cost incurred on these expenses of $16,301,048 from a mix of TIF and CID revenues.

In the return analysis section we illustrate the impact on project feasibility if these costs were to be borne solely by the Developer and not reimbursed from TIF.

Marketing

The Developer has projected they will incur a cost of $1,645,568 related to the cost of marketing the property, including potential real estate commissions. This cost is equivalent to approximately $0.62 per square foot of property available to be sold post redevelopment.

In the “Return Analysis” section of the report we discuss the sensitivity of project feasibility, without assistance, to changes in project costs, and to illustrate the rate at which these cost assumptions would have to change for the project to be feasible. Additionally, we performed a sensitivity analysis to indicate the potential change on the return on investment with assistance in the event land acquisition costs are lower than currently projected.

5. Assistance Request

The preliminary financing plan for the development, which this review is based on, is shown in Table D below:

Table D

Project Financing	Sources
Reimbursed by TIF:	$30,867,495
Third-Party Sources:	$121,710,632
Developer Debt/Equity:	$18,332,281
Total Sources	$174,130,432

The net cost to the Developer is related to their portion of the land acquisition and marketing costs, which total $18,332,281. However, because the TIF and CID assistance will be received on a pay-as-you-go basis the Developer will be responsible for funding a total of $49,199,776 in up front project costs in order to undertake the development.

Since the Developer is incurring the TIF reimbursable costs out of pocket and receiving reimbursement from TIF and CID revenues over the life of the project, the budget includes the reimbursement of interest incurred by the Developer on carrying the reimbursable costs at a rate of 5.5%. The total amount of interest carrying expense to be reimbursed is $16,301,048, with $7,151,579 of this amount reimbursed from TIF and $9,149,469 reimbursed from CID revenues. The projected term of the TIF District is 16-years from activation, while the CID is projected to be in place a total of 23-years.

The total TIF and CID revenue projected to be generated over the total life of the project is $34,633,329. The Net Present Value (NPV) of this revenue stream at an interest rate of 5.5% is $30,867,495 which is equivalent to the amount of reimbursable expenses being funded by the TIF and CID.

6. Return Analysis

Utilizing information prepared by the Developer we evaluated the need for assistance for the proposed development by comparing the potential return on investment with and without assistance. If the potential return without investment is insufficient to warrant the significant investment necessary to redevelop the site, then we can conclude the project would be unlikely to occur but-for the requested TIF and CID assistance. Additionally, we can also analyze the project with assistance to illustrate the potential return realized by the Developer.

For the purpose of making this but-for determination we have evaluated feasibility as a land development project. The Developer intends to acquire the property, make investments in the required infrastructure, and sell greenfield development ready pad sites. At this point in time it is unknown what percentage of the pad sites will be developed by third-parties and what portion will be undertaken by the Developer. To account for this unknown in this analysis, we have treated all lots as if they are being sold to third-parties at a fair market value. This allows us to isolate and analyze the specific return potentially realized by the Developer from the redevelopment of the site and the creation of development ready pad sites. The evaluation of the potential return realized from a land development perspective allows us to specifically isolate the impact of the redevelopment costs, and determine if they are a barrier to the redevelopment of the project area from a financial feasibility perspective.

Since the project is being evaluated on a land development basis, the return calculation is based simply on the cumulative basis for which potential revenues exceed project costs. The potential return is simply the percentage at which revenues exceed costs. This return calculation does not account for the time value of money and treats all costs and revenues as if they were incurred simultaneously. By not accounting for the time value of money within the return calculation the return illustrated is actually being slightly overstated. The TIF Redevelopment Plan anticipates the individual project areas will be developed over an approximately 5-year period.

The pro forma outlined in Table E below illustrates the potential return realized by the Developer if the project were undertaken without the requested assistance. Modifications to the Developer's assumptions are noted where applicable.

Table E

Return Calculation	Without Assistance
Land Acquisition Cost	$19,886,713
Land Interest Carry Cost[1]	$3,300,000
Marketing	$1,645,568
Redevelopment Costs[2]	$27,667,495
Total Development Cost:	$52,499,776
Sale Proceeds[3]	$29,008,342
Net Profit/Loss	($23,491,434)
Return on Investment	(44.75%)

Modifications to Developer Assumptions:

1. The interest cost of carrying the land acquisition expense over the 5-year development period was added as a potential cost realized by the Developer. This assumption was calculated using a 5.5% interest rate assumption and assumed level principal repayment over the 5-year development period.
2. The Redevelopment costs were reduced to net out the $3,200,000 associated with Land Acquisition, as that amount is included in the $19.8M listed for Land Acquisition Costs.
3. The Developer return calculation indicates 63 acres available to be sold to third-parties; however the detailed information illustrated in Exhibit 9 indicates 60.54 acres which we have used here. The Developer's sale assumption of $11 per square foot has been maintained.

The potential return realized by the Developer is a result of two sets of assumptions: (1) the development cost assumptions, and (2) the anticipated post-development market value assumption. In the Redevelopment Cost section of the report we discussed the assumptions used in determining the development costs. In regards to the anticipated post-development market value assumption the Developer has indicated they are assuming an average sale value of $11 per square foot. This value is an average, as specific pad sites will be able to command higher prices due to prime location, while others will be lower, but as an average the Developer has assumed $11. The post-development market value is also a function of the amount of land available to be sold for development. Due to the need to construct streets, wetland mitigation, storm water ponding, and walking paths a significant portion of land will be occupied by improvements and unavailable to be sold. We utilized information detailed in Exhibit 9 of the TIF Redevelopment plan to assume 60.54 acres of property will be available to be sold.

As illustrated above the project without assistance would need to realize either significant decrease in project costs, and/or increases in post development sale value. In order to understand the rate at which these assumptions would have to change in order for the project to *break-even* we conducted the sensitivity analysis below. The purpose of this analysis is to point out the rate at which assumptions would have to change for the project to cover its costs. The reality

is the Developer would need to realize a profit to undertake the development, so the magnitude at which assumptions would need to change for the project to be feasible is even greater than what is shown in the sensitivity analysis.

As Table F illustrates below, the project would need to realize significant changes in assumptions to be feasible without assistance.

Table F

Sensitivity Analysis	Rate of Change Necessary to Break-Even
Decreased Costs	45%
Increased Sale Value	81%
Combined Cost Savings & Increased Revenue	29%

The table above indicates the magnitude at which project assumptions, for all line items including the redevelopment costs, would have to change for the project to reach a *break-even* point. Absent changes even greater than the magnitude of these outlined above, the project would not have a sufficient enough profit to draw market investment. Only by assuming either significant increases in projected sales values, decreases in development costs, or a combined change of the two does the development project *break-even* without public assistance. However, given our review of these assumptions we project changes of the magnitude outlined above are unlikely to be realized, which indicates the proposed project would not likely be completed through private enterprise alone.

The Developer has requested assistance from the City in the amount of $30,867,495, which is based on anticipated revenues generated from TIF and CID funds that will be received on a pay-as-you-go basis over the proposed life of the TIF and CID terms. The Developer will be responsible for funding the reimbursable costs of $30,867,495 up front and will receive reimbursement as the TIF/CID revenue is generated. As a result of the Developer incurring the costs up front they will also receive reimbursement for interest costs incurred on these expenses at a rate of 5.5%. The total amount of interest to be reimbursed is $16,301,048, with $7,151,579 reimbursed from TIF revenue and $9,149,469 reimbursed from CID revenue.

Table G below illustrates the potential return to the Developer based on the project cost assumptions used in our modified without assistance scenario above, and the receipt of the upfront assistance amount of $30,867,495. It is appropriate to only use the up-front value of the assistance as this equates to the Net Present Value (NPV) of the TIF/CID revenue stream, and the return analysis is being based on the up-front cost of developing the project area.

Table G

Return Calculation	Without Assistance
Land Acquisition Cost	$19,886,713
Land Interest Carry Cost	$3,300,000
Marketing	$1,645,568
Redevelopment Costs	$27,667,495
Total Development Cost:	$52,499,776
Sale Proceeds	$29,008,342
NPV of TIF Reimbursement[1]	$30,867,495
Net Profit/Loss	$7,376,061
Return on Investment	14.05%

1. The Net Present Value of the TIF/CID revenue stream of $30,867,495. This amount is equal to the $27,667,495 of redevelopment costs, plus the $3,200,000 used to reimburse for eligible land acquisition costs. The TIF and CID revenue used to reimburse the developer for interest carrying cost is not included, as this portion of the TIF/CID assistance is provided to offset the Developer's interest carrying expense incurred on financing the $30,867,495 in eligible expenses in advance of reimbursement.

As illustrated above, the addition of the $30,867,061 in assistance significantly increases the potential return on investment realized by the Developer, bringing it from a significantly negative amount to a positive return of approximately 14%, resulting in a project with a feasible rate of return with assistance.

The potential return by the Developer will be a factor of the remaining land acquisition costs incurred by the Developer, and the actual land sale price for the development ready pads. In particular, the assumption for the remaining land acquisition price is based on the Developer acquiring the remaining property at a price significantly greater than the amount currently set by the County as the appraised value. In the event the Developer is able to acquire the remaining property for an amount lower than what is included in this analysis there will be a corresponding increase on the rate of return. A similar impact on the return would be realized in the event the land is sold for a greater amount. Table H below illustrates the impact on the potential return of either savings in land acquisition costs, or increases in land sale prices.

Table H

Land Cost Savings	Return on Investment		Land Sale Increase	Return on Investment
None	14.05%		None	14.05%
10%	18.85%		10%	19.58%
20%	22.56%		20%	25.10%
30%	27.31%		30%	30.63%
40%	32.44%		40%	36.15%
50%	38.00%		50%	41.68%

While the order of magnitude necessary for the project to be feasible without assistance is significant enough to not be realized, allowing for the but-for determination to be made, the potential return realized by the Developer with assistance will be determined by remaining land acquisition costs and sale prices that are not yet known. As illustrated in the sensitivity analysis above, significant changes to either of those assumptions has a resulting increase on the rate of return realized with assistance. The variability of the assumptions regarding remaining land acquisition cost and land sale prices, may potentially impact the amount of assistance necessary for the project to achieve a feasible rate of return, and is something that should be considered in future development agreements adopted with the activation of the individual project areas. However, if the remaining land acquisition costs and sale proceeds are realized at the amounts currently projected by the Developer the rate of return with assistance is not in excess of current market rates.

7. "But For" Conclusion

This TIF project involves the redevelopment of a blighted site. The Developer will bear all the risk until project completion and the sale of all development ready greenfield sites. This level of risk demands a positive return.

A Blight Study prepared by Darrel E. Gross and an affidavit signed by the Developer dated November 24, 2014, state that the redevelopment area is blighted and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Based upon the Blight Study, Developer affidavit, and upon our analysis, we conclude that the proposed project would not occur on this site at this time without a public subsidy.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 17, 2015

COUNCIL BILL 2015-524
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: SOUTH MAIN COMMUNITY IMPROVEMENT DISTRICT PETITION, EXHIBIT "A"; SOUTH MAIN CID COOPERATIVE AGREEMENT, EXHIBIT "B"

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

INTRODUCTION:
This Council Bill approves a Community Improvement District Petition for the South Main Development, as well as the Community Improvement District Cooperative Agreement.

DISCUSSION:
The South Main Developers submitted a petition to the City to form a community improvement district (CID) in order to supplement the TIF District for South Main. A CID is a commonly used financing tool to fund public improvements. The proposed district currently includes more than half the property contained within the South Main TIF District, primarily properties owned by the Developer and affiliate entities. It is the intention of the Developer to expand the boundaries of the District in the future to include additional properties in the TIF Redevelopment Area as they are acquired by the Developer. Currently, there aren't any existing businesses that will be affected by the imposition of this additional sales tax. The South Main TIF Plan included a CID as a component of the overall plan in order to finance the reimbursable portion of the infrastructure costs.

The petition proposes to add a 1% sales tax within the district to help fund the improvements listed as part of the TIF development. There will not be any debt issued through this CID; the improvements will be reimbursed as the sales taxes are collected. The petition proposes imposing the additional sales tax for up to thirty years or until the TIF and CID reimbursable costs are repaid, whichever occurs first. When a CID overlays a TIF District, fifty percent (50%) of the CID sales tax goes to the TIF and fifty percent (50%) goes to the CID. The entire purpose for this CID is to assist in reimbursing the extraordinary infrastructure costs of developing this site.

This District will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board.

In addition to approving the CID Petition, this ordinance approves the CID Cooperative Agreement. The Cooperative Agreement sets forth the improvements in more detail than the CID Petition. It obligates the CID to commit the fifty percent (50%) of CID sales tax revenues not captured by the TIF to be used to help pay TIF and CID reimbursable projects costs. It also obligates the District and the Developer to petition the City in the future to add property to the boundaries of the CID District from time-to-time as the Developer acquires additional properties in the Redevelopment Area, so that boundaries of the CID District match those of the Redevelopment Area as closely as possible.

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

COUNCIL BILL NO. 2015-524 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the South Main Street Community Improvement District, creating the South Main Street Community Improvement District, approving a Cooperative Agreement among the City of Joplin, Missouri, the South Main Street Community Improvement District, and RKS Development, LLC and authorizing the City Manager to execute the Agreement.

WHEREAS, Sections 67.1401 to 67.1571 RSMo (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on July 17, 2015, property owners within the proposed community improvement district collectively owning more than fifty percent (50%) by assessed value of the real property and more than fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the South Main Street Community Improvement District (the "District"), and said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name of the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are seeking a determination that the proposed district is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of

a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, the District is being formed to assist in funding reimbursable project costs associated with the implementation of the South Main Street Tax Increment Financing Plan and Projects, approved by the City Council pursuant to Ordinance No. 2015-____ (the "Redevelopment Plan"), including reimbursable project costs incurred by the designated developer of the Redevelopment Projects of the Redevelopment Plan, RKS Development, LLC (the "Developer"); and

WHEREAS, the City, the District, and the Developer have reached agreement on the terms of a Cooperative Agreement between the parties defining and stating their respective rights, duties, and obligations; and

WHEREAS, on August 17, 2015, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition, establish the District, and make such other findings as necessary and to approve the Cooperative Agreement and authorize the City Manager to execute it.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Deanna Caviness	2 years
Sherry Spriggs	2 years
Rodney Spriggs	4 years
Steve Wilcox	2 years
Ken Caviness	4 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition and this Ordinance.

Section 7. The District shall have no power to issue CID Obligations unless it submits any proposed Obligations to the City for review and obtains the approval of the City Council.

Section 8. The District shall have no power to undertake the provision of District services as authorized in Section 67.1461 RSMo, without first obtaining the approval of the City Council.

Section 9. The maximum length of time for the existence of the District shall be until the earlier of: (a) thirty (30) years from the date of this Ordinance; or (b) at such time as (i) the District Project has been completed and all District Reimbursable Project Costs and related Financing Costs to be funded with District Revenues have been reimbursed, and (iii) all costs included in the budget included in Exhibit C of the Petition attached hereto that are eligible to be reimbursed with CID Sales Tax Revenue have been reimbursed.

Section 10. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council has found and declared that the area described in the Petition is a blighted area pursuant to Sections 99.800 to 99.865 RSMo (pursuant to the South Main Street Tax Increment Financing Plan approved by Ordinance No. 2015-____).

Section 11. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 12. That the Cooperative Agreement among the City of Joplin, Missouri, the South Main Street Community Improvement District, and RKS Development, LLC, attached hereto as Exhibit B, is hereby approved and the City Manager is authorized to execute said Cooperative Agreement on behalf of the City.

Section 13. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 14. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section15. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

PETITION FOR CREATION

OF A

COMMUNITY IMPROVEMENT DISTRICT

UNDER MISSOURI REVISED STATUTES 67.1401 TO 67.1571 AS AMENDED

PETITION SUBMITTED TO: City of Joplin, Missouri

DATE OF PETITION: July 1, 2015

NAME OF THE PROPOSED DISTRICT: South Main Street Community Improvement District

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Comes now the recorded owners of more than 50% of the property owners and 50% of the total assessed value of all real property within the proposed Community Improvement District requesting the establishment of a Community Improvement District as allowed under Missouri Revised Statutes 67.1401 to 67.1571, as amended.

The Petition request that the City Clerk of Joplin, Missouri, review said petition to certify that it complies with the requirements of subsection 2 of Missouri Revised Statute 67.1421 and contains all required information.

The Petition request that City Council of Joplin, Missouri hold a public hearing in accordance with Missouri Revised Statute 67.1431 to receive public comments concerning the Petition.

The Petition request that upon the conclusion of the required public hearing that an Ordinance be adopted establishing the South Main Street Community Improvement District as a political subdivision granting it the powers as provided for under Missouri Revised Statutes 67.1401 to 67.1571, as amended and other such powers as stated and requested within the Petition.

REQUIRED COMPONENTS OF THE PETITION:

1. **THE LEGAL DESCRIPTION OF THE PROPOSED DISTRICT:** Attached as ***Exhibit A*** of this Petition. All real property is contiguous as required under RSMo 67.1411. A map of the proposed District boundaries is attached as ***Exhibit B.***

2. **THE NAME OF THE PROPOSED DISTRICT:** South Main Street Community Improvement District.

3. **NOTICE THAT SIGNATURES OF THE SIGNERS MAY NOT WITHDRAW THEIR SIGNATURE LATER THAN SEVEN DAYS AFTER THE PETITION IS FILED WITH THE COUNTY CLERK:** See statement on signature page of Petition.

4. **A FIVE-YEAR PLAN FOR THE DISTRICT:** Attached as ***Exhibit C*** of this Petition.

5. **STATEMENT OF THE TYPE STRUCTURE THE DISTRICT WILL BE FORMED:** The District shall be formed as a political subdivision under RSMo Sections 67.1401 to 67.1571, as amended.

6. **GOVERNING BOARD OF DIRECTORS:** The District shall be governed by a board of directors appointed by the Mayor with the consent of the City Council of Joplin, Missouri as provided under Missouri Revised Statutes 67.1451, as amended. The terms of the members of the District's board of directors shall be as follow:

   a. Of the initial appointed directors named below, one-half shall be appointed to serve for a two-year term, and one-half shall be appointed to serve for the term of four years, and if an odd number of directors are appointed, the last person appointed shall serve for a two-year term; provided that each director shall serve until such director's successor is appointed. Successor directors shall be appointed in the same manner as the initial directors and shall serve for a term of four years.

7. **NUMBER OF DIRECTORS:** The number of directors shall be five, serving four-year staggered terms except as provided below for the initial members of the board of directors. The directors shall be at least eighteen years of age; and either an owner as defined in RSMo 67.1401, of real property or of a business operating within the District or a registered voter residing within the district. In accordance with Section 67.1451 paragraph 2, sub paragraph (3) of the Missouri Revised Statutes; "If there are fewer than five owners of real property located within a district, the board may be composed of up to five legally authorized representatives of any of the owners of real property located within the district."; The initial board of directors, composed of five legal representatives of the petitioners are herein proposed.

DIRECTOR	**TERM**
a. Deanna Caviness	Two-Year Term
b. Sherry Spriggs	Two-Year Term
c. Rodney Spriggs	Four-Year Term
d. Steve Wilcox	Two-Year Term
e. Ken Caviness	Four-Year Term

8. **TOTAL ASSESSED VALUE OF ALL REAL PROPERTY OF THE DISTRICT:** See Exhibit A for legal descriptions. **$384,020.**

9. SEEKING BLIGHTED STATUS: The Petitioners are seeking a blighting status for the district. (**See Blight Study Exhibit D)**

10. **PROPOSED LENGTH OF TIME FOR THE EXISTENCE OF THE DISTRICT;** The Petitioners herein request that the number of years be thirty years from the adoption of the Ordinance approving this Petition as provided in RSMo. 67.1481.

11. **MAXIMUM SALES TAX RATE TO BE IMPOSED:** The Petitioners herein request that a maximum one-percent (1%) sales and use tax be imposed on all retail sales made within the District which are subject to taxation pursuant to sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities, subject to approval by the qualified voters of the District.

12. **MAXIMUM RATE OF REAL PROPERTY TAXES:** No property tax is proposed to be imposed by District.

13. **MAXIMUM RATE OF SPECIAL ASSESSMENTS AND METHOD OF ASSESSMENTS:** None.

14. **DISTRICT FUND TO BE ESTABLISHED:** The Petitioners will establish funds and accounts with a depository bank or trust company designated to receive any and all revenue and pay all expenses of the District and to disburse them in accordance of the actions and directions of the South Main Street Community Improvement District Board of Directors.

15. **LIMITATIONS ON BORROWING CAPACITY OF DISTRICT:** The District will have no preset borrowing limitations prescribed by this petition.

16. **LIMITATIONS ON REVENUE OF DISTRICT:** The District shall not be limited in the amounts or type of revenue, except as allowed by RSMo 67.1401 to 67.1571 as amended.

17. **OTHER LIMITATIONS**: No other limitations are herein requested by this Petition.

    The Petitioners herein request that the City Council of the City of Joplin, Missouri authorize the creation of the South Main Street Community Improvement District as herein requested and grant it the powers and authority as provided for under Missouri Revised Statutes 67.1401 to 67.1571 as amended and as provided in this Petition.

BALANCE OF PAGE LEFT BLANK INTENTIONALLY

PETITION EXECUTED BY ALL PROPERTY OWNERS-SIGNATURES FOLLOWS THIS PAGE

PETITIONERS:

RKS Development, LLC

202 East 32nd Street

Joplin, MO 64804

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Rodney Spriggs, the Managing Member of RKS Development, LLC, the recorded owner of the herein described property within the proposed South Main Street Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____

PARCEL #	ACRES	OWNERSHIP	ASSESSED VALUE	Use-Class
56023002006006000	2.4	RKS DEVELOPMENT, LLC	$85,470	Vacant-Com
56023002006007000	2.39	RKS DEVELOPMENT, LLC	$91,170	Vacant-Com
56023002007012000	7.8	RKS DEVELOPMENT, LLC	$9,840	Vacant-Res
56023002006008000	1.2	RKS DEVELOPMENT, LLC	$5,890	Vacant-Com
56023003002005000	1.11	RKS DEVELOPMENT, LLC	$5,850	Vacant-Com
56023003002006000	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-Com
56023003002006000	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-Com
55022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	Vacant-Com
55022004003008000	0.51	RKS DEVELOPMENT, LLC	$3,550	Vacant-Res
55022004003009000	0.212	RKS DEVELOPMENT, LLC	$1,480	Vacant-Res
55022004003002000	2.7	RKS DEVELOPMENT, LLC	$3,410	Vacant-Res
55022004005002000	17.77	RKS DEVELOPMENT, LLC	$8,280	Vacant-Res
55022001033001000	1.51	RKS DEVELOPMENT, LLC	$1,290	Vacant-Res
55022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	Vacant-Res
55022004001001000	1.7	RKS DEVELOPMENT, LLC	$4,100	Vacant-Res
55022004002002000	0.48	RKS DEVELOPMENT, LLC	$1,960	Vacant-Res
TOTALS	**41.6**		**$286,730**	

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared Rodney Spriggs, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.
WITNESS my hand and official seal this _____day of _____, 2015

Notary Public_____ Commission Expires _____

PETITIONERS:

RKS Development III, LLC
202 East 32nd Street
Joplin, MO 64804

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Rodney Spriggs, the Managing Member of RKS Development III, LLC, the recorded owner of the herein described property within the proposed South Main Street Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____
_____

PARCEL #	ACRES	OWNERSHIP	ASSESSED VALUE	USE-CLASS
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	Vacant-Res

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared Rodney Spriggs, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this _____day of _____, 2015

Notary Public_____ Commission Expires _____

PETITIONERS:

RKS Development IV, LLC
202 East 32nd Street
Joplin, MO 64804

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Rodney Spriggs, the Managing Member of RKS Development IV, LLC, the recorded owner of the herein described property within the proposed South Main Street Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____
_____

PARCEL #	ACRES	OWNERSHIP	ASSESSED VALUE	USE-CLASS
056023003011002000	1.080	RKS DEVELOPMENT IV, LLC	$58,200-C	Vacant/Com

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared Rodney Spriggs, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this _____day of _____, 2015

Notary Public_____ Commission Expires _____

SUMMARY OF PROPERTY OWNERS SIGNING PETITION

PROPERTY OWNER	ACRES	ASSESSED VALUE	SIGNED
RKS DEVELOPMENT, LLC	41.6	$286,730	YES
RKS DEVELOPMENT III, LLC	0.814	$10,680	YES
RKS DEVELOPMENT IV, LLC	1.080	$58,200	YES
JAMES L. POTTER	2.507	$20,550	NO
RAINBOW DEVELOPMENT ONE, LLC	1.00	$7,860	NO
TOTAL	**47.001**	**$384,020**	

Percentage of property owners signing petition: 60%
Percentage of total assessed value of property owners signing petition: 92.6%

EXHIBIT A
LEGAL DESCRIPTIONS AND MAP OF PROPOSED SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

LEGAL DESCRIPTIONS AND OWNERSHIP OF EACH PARCEL WITHIN THE SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

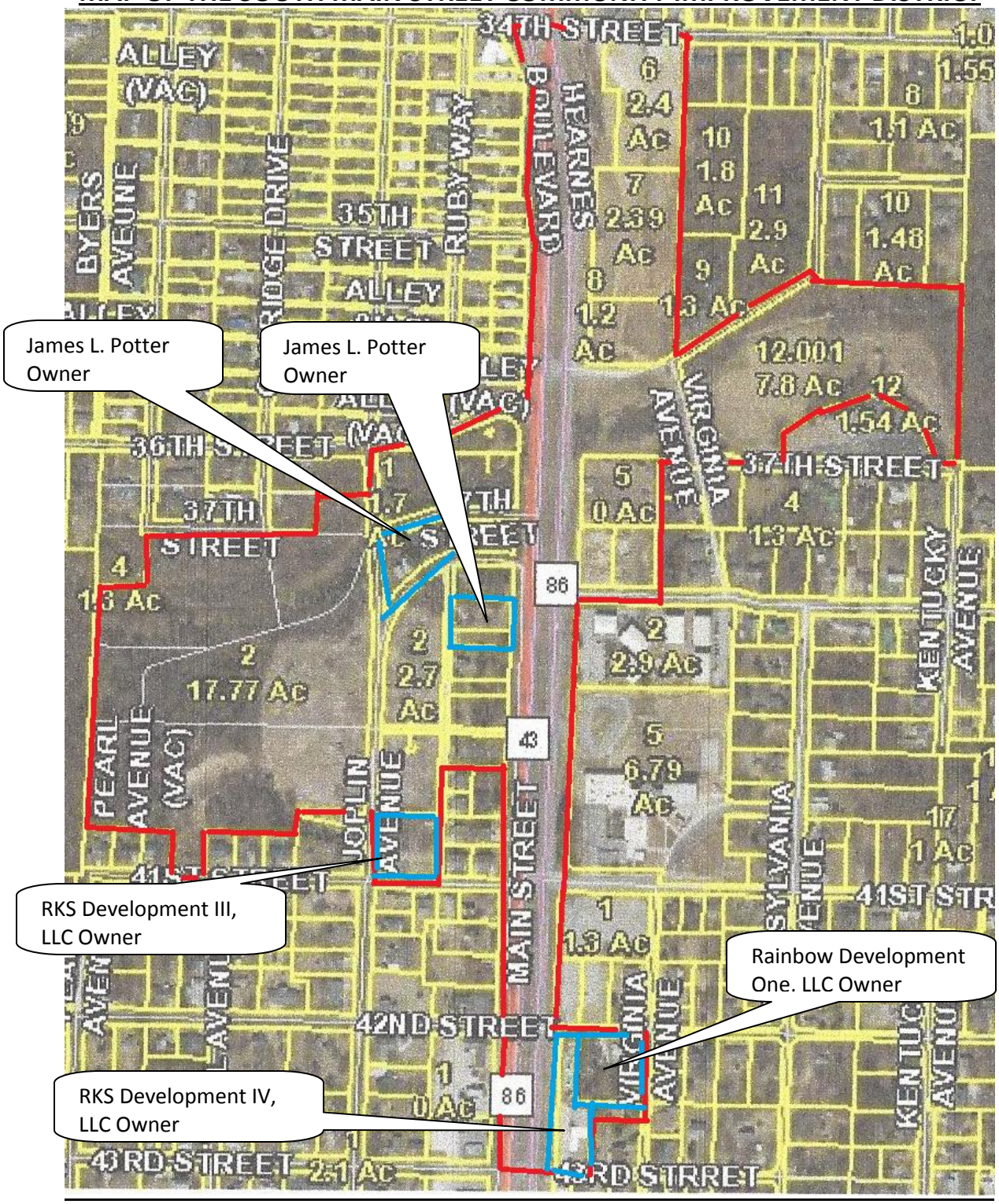
FOLLOWING IS A LISTING OF THE OWNERS, ADDRESSES, NEWTON COUNTY TAX PARCEL NUMBER, CURRENT ASSESSED VALUE, ESTIMATED ACRES OF EACH PARCEL, CLASSIFICATION FOR TAXING PURPOSES, AND THE CURRENT USE AS PER THE NEWTON COUNTY ASSESSOR'S RECORDS. ESTIMATED ACRES MAY NOT MATCH THE ESTIMATED ACRES ASSIGNED TO EACH PARCEL BY THE NEWTON COUNTY ASSESSOR, ESTIMATES WERE MADE FROM CURRENT SURVEYS, NOT OF PUBLIC RECORD.

056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
Legal Description:		MODOC ACRES: LOTS 6 & 7 EX N 10' & S 150' OF N 160' OF E 50' LOT 5	BOOK PAGE	0361 06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	BOOK PAGE	0361 07848
056023002007012001	7.800	RKS DEVELOPMENT MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC	$9,840	Vacant-RES
Legal Description:			BOOK PAGE	0362 07379
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE	$5.890	Vacant-COM
Address:		202 E. 32ND JOPLIN, MO 64804		
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	BOOK PAGE	0361 08862
056023003002005000	1.110	RKS DEVELOPMENT, LLC	$5,850	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-COM
Legal Description:		PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY.	BOOK PAGE	0362 02327

056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-COM
Legal Description:		W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB	BOOK PAGE	0362 02327
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04585
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK PAGE	0362 04585
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK PAGE	0362 04585
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK PAGE	0362 04582
055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582

055022004002002000	0.448	RKS DEVELOPMENT, LLC	$1,960	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK	0362
			PAGE	04582
Address:		202 E. 32ND JOPLIN, MO 64804		
056023003011002000	1.080	RKS DEVELOPMENT IV, LLC	$58,200-C	1986-COM
Address:				
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK	328
			PAGE	02165
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK	285
			PAGE	00399
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK	351
			PAGE	12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK	351
			PAGE	12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
055022004002010000	1.87	POTTER, JAMES L.	$8,740	1932-RES
		PT NE1/4 SE1/4 LOT 421 FREEMAN GROVE 5 UNRECORDED		
Legal Description:				
Address:		127 West 38th Street 3806 S. MAIN JOPLIN, MO 64804		
0560230030110010000	1.000	Rainbow Development One, LLC	$7,860-R	1936-RES
Address:		118 East 42nd Street JOPLIN, MO 64804		
Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK	358
			PAGE	09788

MAP OF THE SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT



DISTRICT IS COMPOSED OF 47 ACRES WITH FIVE PROPERTY OWNERS FOUR OF THE PROPERTY OWNERS ARE IDENTIFIED ABOVE OWNING 5.4 OF THE TOTAL ACRES. ALL OTHER LAND IS OWNED BY RKS DEVELOPMENT, LLC. THE DISTRICT ALSO INCLUDES ALL PUBLIC RIGHT OF WAY ADJOINING THE PROPERTY DESCRIBED

EXHIBIT C
FIVE-YEAR PLAN OF THE SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

OBJECTIVES AND PURPOSE OF DISTRICT:

The District is being formed to assist in providing funds for making various public improvements, mitigation of the blue line stream areas within the District and removal of various blighted conditions within the District, which has hindered, and continues to hinder the growth and development of the District. In conjunction with the creation of the District is the creation of the South Main Street Redevelopment Area, also known as the South Main Street Tax Increment Finance (TIF) District. The City of Joplin has created the TIF District to assist in the funding of redevelopment cost within the District. The CID will contribute 100% of the revenue of the District to fund approved redevelopment cost. No all of the South Main Street TIF is within the proposed South Main Street CID, but it is anticipated that as, and if, the Developer acquires additional property, the CID will be amended to include the additional property and will match the boundaries of the South Main Street TIF District.

PUBLIC IMPROVEMENTS TO BE FUNDED BY DISTRICT:

The District will be responsible for the funding of all public infrastructure cost for the entire development, which will include all utilities installation, streets, sidewalks, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, drainage, water, storm and sewer systems, and other site improvements such as; parking lots, garages, lades, dams and waterways, streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, telephone and information booths, bus stop and other shelters, rest rooms, kiosks, paintings, murals, display cases, sculptures, fountains, parks, trails, lawns, trees, and any other landscape, pedestrian or shopping malls and plazas, and any other useful, necessary, or desired improvement to the District as allowed by Section 67.1401 to 67.1571 of RSMo, as amended.

ESTIMATED COST OF IMPROVEMENTS: FOLLOWING IS THE BUDGET AS PROPOSED WITHIN THE SOUTH MAIN STREET TIF, WHICH THE CID WILL CONTRIBUTE 100% OF ITS REVENUE TO ASSIST IN FUNDING THE COST. IT IS PROPOSED THAT THE CID WILL ENTER INTO AN AGREEMENT WITH THE CITY AND RECEIVE THE TIF FUNDS AND ENTER INTO SUBSEQUENT AGREEMENTS FOR ALL IMPROVEMENTS WITH THE DEVELOPER,-RKS DEVELOPMENT, LLC

DESCRIPTION	TOTAL ALL PROJECT COSTS	TIF REIMBURSABLE COSTS	CID COST
PROPERTY ACQUISITION			
PRIMARY SITE COST 83 Acres	$19,886,713	$3,200,000	
SUB-TOTAL	**$19,886,713**	**$3,200,000**	
LAND PREPARATION			
DEMOLITION & UTILITY REMOVAL	$759,100	$759,100	
EXTRAORDINARY SITE COSTS-IMPORT FILL	$9,462,479	$9,462,479	
SUB-TOTAL	**$10,221,579**	**$10,221,579**	
CONSTRUCTION COSTS			
RPA-1 BUILDINGS	$8,085,000		
RPA-1 SITE PREP-SITE IMPROVEMENTS	$595,204		
RPA-2 BUILDINGS	$43,245,930		
RPA-2 SITE PREP-SITE IMPROVEMENTS	$2,780,718		
RPA-3 BUILDINGS	$16,275,000		
RPA-3 SITE PREP-SITE IMPROVEMENTS	$1,190,408		
RPA-4 BUILDINGS	$3,675,000		
RPA-4 SITE PREP-SITE IMPROVEMENTS	$453,046		
RPA-5 BUILDINGS	$4,305,000		
RPA-5 SITE PREP-SITE IMPROVEMENTS	$432,276		
RPA-6 BUILDINGS	$24,777,000		
RPA-6 SITE PREP-SITE IMPROVEMENTS	$2,953,586		
MARKETING COST	**$14,588,032**		
SUB-TOTAL	**$123,356,200**		
PROFESSIONAL FEES			
ARCHITECTURAL & ENGINEERING	$800,000	$800,000	
LEGAL & PROFESSIONAL	$275,000	$275,000	
SUB-TOTAL	**$1,075,000**	**$1,075,000**	
TOTAL PRIVATE-BLIGHT COSTS	**$154,539,492**	**$14,496,579**	
PUBLIC IMPROVEMENTS			
UTILITY INSTALLATION	$2,949,512	$2,949,512	
STREET IMPROVEMENTS/APPROACHES/CURB	$7,553,294	$7,553,294	
SCHOOL PARKING LOT	$770,500	$770,500	
MITIGATION COST	$3,860,000	$3,860,000	
STORM WATER CONTROL	$700,000	$700,000	
SUB-TOTAL	**$15,833,306**	**$15,833,306**	
TOTAL ALL HARD COST	**$170,372,798**	**$30,329,885**	
CONTINGENCY	**$3,757,634**	**$537,610**	
TOTAL HARD COST WITH CONTINGENCY	**$174,130,432**	**$30,867,495**	
TOTAL FINANCING COSTS	**$56,199,621**	**$7,151,579**	**$9,149,469**
GRAND TOTAL	**$230,330,053**	**$37,481,464**	**$9,149,469**
PERCENTAGES	100%	16%	3.97%
CID FUNDING OF COST		$9,601,356	$9,149,469
LOCAL TAXING DISTRICTS PORTION		$27,880,108	
PERCENTAGES		12.10%	

The South Main Street CID, which is a special taxing district established only within the Redevelopment Area, collects a 1% additional tax.
The South Mains Street CID will continue to operate to pay any unpaid balance after the TIF, or pay the cost above the Maximum TIF Budget of $37,481,464

CID payments will not affect any other taxing district. Estimated CID will run for an additional 7 years to pay this amount.

REVENUE GENERATION:

SALES TAX: The District has proposed a one-percent (1%) sales tax on all retail sales within the District, subject to voter approval, to be collected to fund, or assist in the funding of the above-proposed public improvements.

TIF REVENUE: It is proposed that the District will enter into a Development Agreement with the City of Joplin, as provided under Section 67.1491.4 of the CID Act, which states "The municipality, any land clearance for redevelopment authority, port authority, tax increment financing commission, industrial development authority or planned industrial expansion authority of the municipality may, pursuant to a cooperative agreement with a district, issue obligations and loan the proceeds of such obligations to the district for the purpose of carrying out the powers, duties or purposes of the district. ". I this case the project will be a "pay as you go" agreement, thus no loan proceeds would be advanced, just an agreement to pay the TIF Revenue proceeds, as collected, to the CID and the CID will agree to carryout making the improvements, thorough a Development Agreement with the Developer, RKS Development, LLC.

FINANCING PLAN:

It is anticipated that revenues will not be sufficient upon creation of the District to fund all of the proposed improvements. It is proposed that the CID will enter into a Development Agreement with the Company selected by the TIF to fund to make the initial public improvements and enter into a financing/development agreement with the District to reimburse the owners as funds are available with interest or to be repaid from bond or loan proceeds which the District may issue or borrow.

OPERATIONS OF DISTRICT:

The District Board of Directors shall approve and oversee the public improvements and the provision of services within the District in accordance with Sections 67.1401 to 67.1571 of the RSMo., as amended. All funds generated by the District through the collection of sales tax, real estate tax, special assessments or any other revenue which the District may earn shall be used to fund authorized improvements and fund the operation cost of the District. The Board of Directors shall meet no less than quarterly in any year and shall maintain minutes of all meetings and shall post such meetings in accordance with the Missouri Sunshine Law and any other applicable sections of the Missouri Revised Statutes as required for a political subdivision. The Board of Directors shall comply with all reporting provisions of Section 67.1471 RSMo., as amended and submit an annual report to the City of Joplin and the Missouri Department of Economic Development within one hundred-twenty days (120) of the end of the fiscal year. The fiscal year of the District will be the same as the City of Joplin. The District will also file all annual reports with the State Auditor and will conduct an annual audit of operations.

REMOVAL FROM AND ADDITION OF REAL PROPERTY TO DISTRICT:

The District will be entitled to remove property and add property to the District as provided for in Section 67.1441 of the RSMo., as amended. No property can be added to the District under state law unless the property owner voluntarily petitions the District and the County to add their property to the District.

TERMINATION OF THE DISTRICT:

The District has been established with a term of thirty years. Such term was selected in order to provide adequate time to generate sufficient revenue to fund the cost of the public improvements. Extension of the

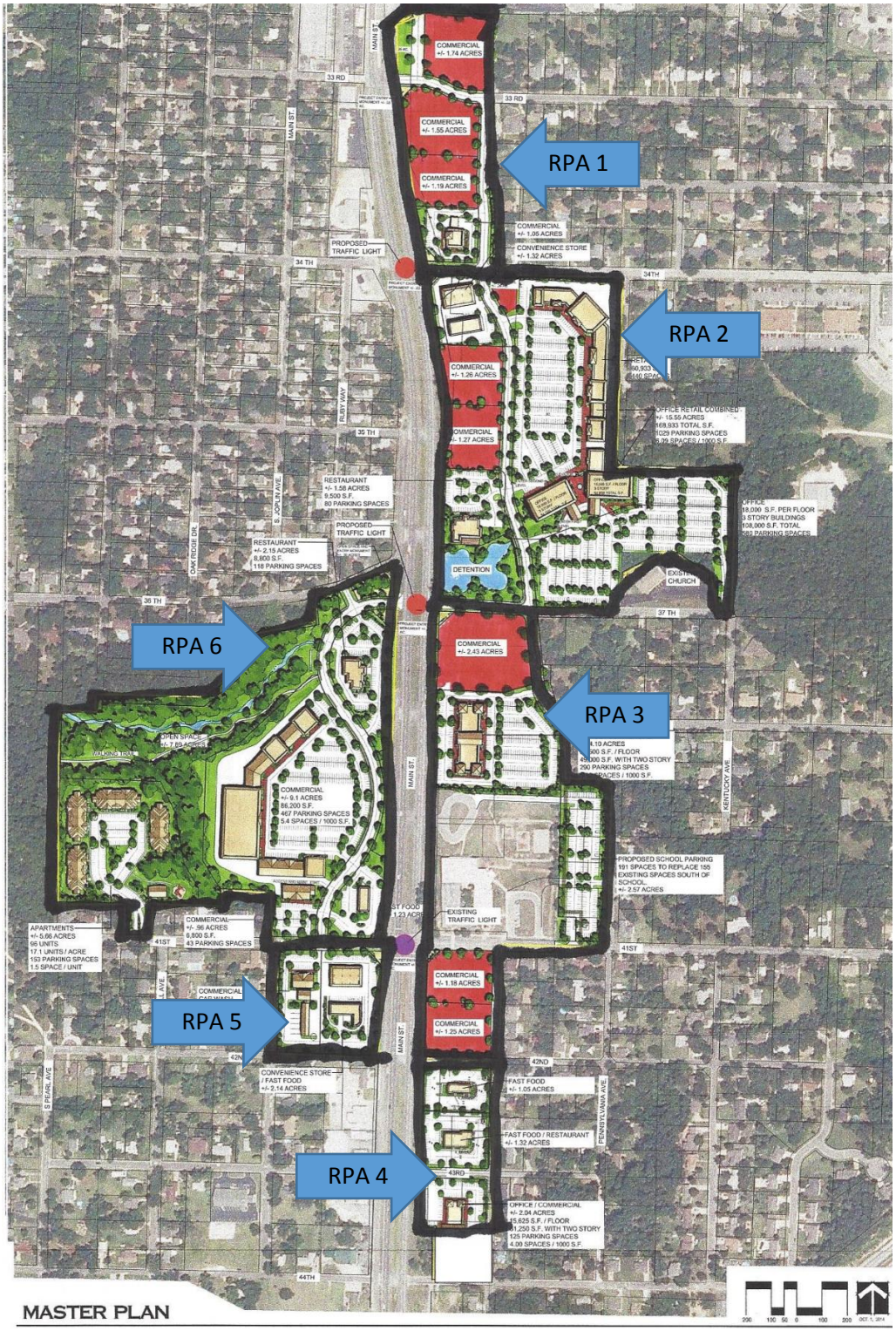
District beyond the thirty-year period may be done by vote of the qualified voters of the District in accordance with Sections 677.1401 to 67.1571 RSMo., as amended. The District will terminate prior to the designated term if all debts and obligations of the District have been paid and the objective of the District has been accomplished in accordance with Section 67.1481 of RSMo., as amended.

REVENUE PROJECTIONS

The District projects revenue and expenses for the first five years of operation based on existing businesses within the District, consisting of a truck stop, café, liquor store and motel.

FIVE YEAR PROFORMA:	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
CID SALES TAX	0	$5,000	$369,984	$531,060	$647,490
TIF REVENUE	$188	$3,085	$1,634,680	$2,207,505	$2,815,740
TOTAL PROJECTED REVENUE	**0**	**$8,085**	**$2,004,664**	**$2,738,565**	**$3,463,230**
PROJECTED OPERATING EXPENSES:					
ADMINISTRATION	$1,500	$1,500	$3,500	$4,500	$5,000
TIF PAYMENTS	0	$2,500	$184,992	$265,530	$323,745
AUDIT -LEGAL	$1,500	$1,500	$3,500	$4,500	$5,000
TOTAL OPERATING EXPENSES	**$3,000**	**$5,500**	**$191,992**	**$274,530**	**$333,745**
NET AVAILABLE FOR CAPITAL IMPROVEMENTS REIMBURSEMENTS	**($2,812)**	**$2,585**	**$1,812,672**	**$2,464,035**	**$3,129,485**

SITE DEVELOPMENT PLAN FOR DISTRICT



DEVELOPMENT OF THE SOUTH MAIN STREET TIF IS DIVIDED INTO SIX RPA'S OR PHASES. CURRENTLY THE SOUTH MAIN STREET CID IS CONSIST OF ONLY PARTS OR RPA 2, 4, AND 6. THE SITE PLAN ABOVE SHOWS ALL SIX RPA'S OF THE SOUTH MAIN STREET TIF

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT,

and

RKS DEVELOPMENT, LLC

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EXHIBITS

A. Legal Description – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E. Budget

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2015, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and RKS DEVELOPMENT, LLC a Missouri limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

WITNESSETH:

WHEREAS, on _____, 2015, the City Council adopted Ordinance No. 2015-_____, which approved the South Main Street Tax Increment Financing Plan and Projects (the "Redevelopment Plan"), established a redevelopment area, and selected the Developer to implement the Redevelopment Projects in the Redevelopment Plan pursuant to the terms of a redevelopment agreement (the "TIF Contract") with the Developer for the implementation of the Redevelopment Projects; and

WHEREAS, under the terms of the Redevelopment Plan and the TIF Contract, the Developer is required to petition the City to establish a community improvement district to assist in funding reimbursable project costs associated with implementation of the Redevelopment Plan; and

WHEREAS, on July 17, 2015, the Petition for Creation of the South Main Street Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on August 17, 2015, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on _____, 2015, the City Council adopted Ordinance No. 2015-____, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Expenses therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

Unless otherwise defined herein, all capitalized words or terms used in this Agreement and defined in the TIF Contract shall have the meaning ascribed to them in the TIF Contract. In addition thereto and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo.

"CID Project" means the construction of certain improvements within the District Area as described in the Petition and in **Exhibit E** Budget attached hereto.

"CID Reimbursable Project Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District prior to the City’s approval of the Completion Certificate), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed or undertaken by the District, the City or Developer, plus all actual and

reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

“CID Revenue Fund” means the trust fund established by the District to be known as the “The South Main Street Community Improvement District Sales Tax Fund” into which CID Sales Tax Revenues shall be deposited in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax.

"City Council" means the governing body of the City.

“DOR” or “Department of Revenue” means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of loans, notes, or other forms of indebtedness issued by the District pursuant to the CID Act subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing at a rate not to exceed the amount setforth in **Section 4.2.B**.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in Exhibit C Five Year Plan of the South Main Street Community Improvement District of the Petition.

“Ordinance” means an ordinance enacted by the City Council.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and by promoting

economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue with the District. The District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue

disbursements shall be subject to annual appropriation of the District. The District shall not reimburse Developer for CID Reimbursable Project Costs until the Reimbursement Certificate has been approved (as described in **Section 4.3**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Fund by the District.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and disbursement thereof to the CID Revenue Fund in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The CID Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference and the District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Fund.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Fund and such records shall be open to the inspection of the City. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statues of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Fund shall be expended solely in accordance with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Fund shall continue to be used solely in accordance with this Agreement. Any funds in the CID Revenue Fund that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other district funds.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.**

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

The District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that either the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.3**, and in accordance with the approved annual Budget. After the City has approved any required Reimbursement Certificate in accordance with **Section 4.3**, and to the extent CID Reimbursable Project Costs remain unpaid, the District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

A. Pursuant to the TIF Act and the Redevelopment Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes, transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

B. Payment of approved Operating Costs of the District.

C. Payment of the CID Reimbursable Project Costs and related Financing Costs.

Section 3.6. Repeal of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon the earlier of (A) thirty (30) years from the date of adoption by the City Council of the ordinance establishing the District or (B) at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, and (iii) all costs included in **Exhibit E** Budget attached hereto that are eligible to be reimbursed with CID Sales Tax Revenue have been reimbursed, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1. Design and Construction of CID Project.

The District and the City both hereby acknowledge that the CID Project is being undertaken pursuant to the TIF Contract. The District and City hereby further acknowledge that the Developer plans to construct the CID Project in accordance with the Redevelopment Plan, the TIF Contract, and this Agreement. The District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

Section 4.2. Financing the CID Project.

A. Developer shall provide or cause to be provided the initial financing of the CID Project (including payment of all Financing Costs), and shall be reimbursed pursuant to this Agreement for Operating Costs and/or CID Reimbursable Project Costs incurred by the Developer. The CID Sales Tax will be an incremental Economic Activity Tax. As such, fifty percent (50%) of the revenues generated by the CID Sales Tax will be directed to the Special Allocation Fund. In addition, pursuant to the TIF Contract and this Agreement, the remaining CID Sales Tax Revenues not captured and directed to the Special Allocation Fund will be pledged to repay qualified CID Reimbursable Project Costs.

B. Financing Costs

1. Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, the District shall reimburse the Developer as Operating Costs and/or CID Reimbursable Project Cost the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

2. Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from an Affiliate of Developer, the District shall reimburse Developer as Operating Costs and/or CID Reimbursable Project Costs with the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. Financing Costs under this **Section 4.2.B.2** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense, and as part of such certification Developer shall certify to the District the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

3. Interest on Developer Equity – CID Project. In the event Developer finances a portion of the CID Project with equity, Developer shall receive as a CID Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was

advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

4. Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 4.2.B.** or elsewhere in this Agreement, the total amount of interest expense to be reimbursed by the District to the Developer for the Redevelopment Projects from CID Sales Tax Revenue (excluding that portion of CID Sales Tax Revenue deposited in the Special Allocation Fund) shall not exceed $9,149,169 as shown on **Exhibit E**.

Section 4.3. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project, Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City, determines, in its reasonable discretion, that the District Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within one hundred twenty (120) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue Fund in accordance with this Agreement shall be approved. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the District Board shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.3.A** prior to receiving reimbursement in accordance with this Agreement.

Section 4.4. Ownership and Maintenance of CID Project.

The District shall have no ownership of the CID Project, and title to the CID Project shall remain in the name of its current owners, including, *inter alia*, Developer, and their successors and assigns, except for public streets, which shall be dedicated to the City. The District shall not be responsible for maintenance of the CID Project. The owner of the CID Project shall be responsible for the maintenance of the CID Project.

Section 4.5. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act and the TIF Contract.

Section 4.6. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

Section 4.7. Addition of Property to District.

The District and Developer shall take all necessary actions to petition the City to add property to the boundaries of the District from time-to-time as the Developer acquires additional properties in the Redevelopment Area. The parties acknowledge that it is

their mutual intent to establish boundaries of the District that are as close as possible to being coterminous with the boundaries of the Redevelopment Area.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare financial statements each fiscal year. The District shall be responsible for having the financial statements audited. The annual audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than March 31st following the end of such fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project, and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs, and Operating Expenses. Such records shall be available for inspection by the City and/or District at any time.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the South Main Street Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District, upon request of the City, Tenant shall

forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for

such CID Reimbursable Project Costs that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board shall approve the same. In no event shall any budget provide funding for services or maintenance within the District. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and

compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.6**, and the abolishment of the District in accordance with Section 67.1481 RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

South Main Street Community Improvement District
Attn: Chairman
202 East 32nd Street
Joplin, MO 64804

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Any notice to City shall be addressed to:

Sam Anselm
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

RKS Development, LLC
Attn: Rodney Spriggs
202 East 32nd Street
Joplin, MO 64804

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City; Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court.

Section 7.6. Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By:_____
Sam Anselm, City Manager

ATTEST:

_____
Barbara Hogelin, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared Sam Anselm, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

DEVELOPER:

RKS DEVELOPMENT, LLC

By:_____

Name:_____

Title:_____

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ____ day of _____ in the year 2015 before me, a Notary Public in and for said state, personally appeared _____, of RKS Development, LLC, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

CID:

SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Chairman

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the South Main Street Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the South Main Street Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION -DISTRICT AREA

056023002006006000	2.400	RKS DEVELOPMENT, LLC	$85,470	Vacant-COM
		MODOC ACRES: LOTS 6 & 7 EX N 10' & S	BOOK	0361
Legal Description:		150' OF N 160' OF E 50' LOT 5	PAGE	06840
056023002006007000	2.390	RKS DEVELOPMENT, LLC	$91,170	Vacant-COM
			BOOK	0361
Legal Description:		MODOC ACRES: E 260' LOTS 8-9-10 & 11	PAGE	07848
056023002007012001	7.800	RKS DEVELOPMENT	$9,840	Vacant-RES
		MODOC ACRES: LOTS 15-16-17-18-31-32-33-34-35-36- 37 & 38 EX N 300' LOTS 31-32-33 & 34 ETC		
			BOOK	0362
Legal Description:			PAGE	07379
Address:		202 E. 32ND JOPLIN, MO 64804		
056023002006008000	1.200	RKS DEVELOPMENT, LLC & DANIEL ALLGE	$5.890	Vacant-COM
Address:		202 E. 32ND JOPLIN, MO 64804		
			BOOK	0361
Legal Description:		MODOC ACRES: LOTS 12 & 13 EX W 140'	PAGE	08862
056023003002005000	1.110	RKS DEVELOPMENT, LLC	$5,850	Vacant-COM
		PT NW1/4 SW1/4 BEG 246.21' E NW COR E 409.92' S 208.71' W 409.92' N 208.71' TO POB EX BEG NW COR E 517.15' S 14* E 122.08' TO POB S 14* E 92.55' W 169.90' W 90' ETC OF SECTION 23 TOWNSHIP 27 RANGE 33 OF	BOOK	0362
Legal Description:		NEWTON COUNTY.	PAGE	02326
056023003002006001	0.422	RKS DEVELOPMENT, LLC	$31,230	Vacant-COM
		PT NW1/4 SW1/4 BEG 208.71' S & 171.29' E NW SEC COR E 100' S 183.71' W 100' N 183.71' TO POB OF SECTION 23 TOWNSHIP 27 RANGE 33 OF	BOOK	0362
Legal Description:		NEWTON COUNTY.	PAGE	02327

056023003002006002	0.548	RKS DEVELOPMENT, LLC	$2,770	Vacant-COM
Legal Description:		W 129.83' OF: BEG 208.71' S & 271.29' E NW COR SW1/4 S 183.71' E 329.83' N 183. 71' W 329.83' TO POB	BOOK PAGE	0362 02327
Address:		202 E. 32ND JOPLIN, MO 64804		
055022004003007000	0.425	RKS DEVELOPMENT, LLC	$16,800	1950-COM
Legal Description:		M-10 PT NE1/4 SE1/4 BEG 30' W & 400.6' SSE COR W 185' ETC A/K/A LOTS 464 & 473 FREEMAN GROVE 5 UNRECORDED ETC OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04585
055022004003008000	0.510	RKS DEVELOPMENT, LLC	$3,550	Vacant-RES
Legal Description:		LOTS 454 & 463	BOOK PAGE	0362 04585
055022004003009000	0.212	RKS DEVELOPMENT , LLC	$1,480	1928-RES
Legal Description:		FREEMAN GROVE 5: LOT 453, 444 & 445	BOOK PAGE	0362 04585
055022004003002000	2.700	RKS DEVELOPMENT, LLC	$3,410	Vacant-RES
Legal Description:		PT NE & SE1/4 BEING LOTS 432-433-436-437-440- 443-446-452-455-462 465-472-475-482 & 485 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582
055022004005002000	17.770	RKS DEVELOPMENT, LLC	$8,280	Vacant-RES
Legal Description:		FREEMAN GROVE 5: LOTS 388-389-390-391-392-393 394-398-399-400-401-402-403-404-416-417-418-419-420 - 441-442-447-448-449-450-451-456-457-458-459-460-461-466-467-468-469-470-471-476-455-478-479-480-481-487-488-489-490- 491-492-493 & PT LOTS 486-498-499	BOOK PAGE	0362 04582
055022001033001000	1.510	RKS DEVELOPMENT, LLC	$1,290	Vacant-RES
Legal Description:		FREEMAN GROVE 4: LOT A-425 LY E OF ST	BOOK PAGE	0362 04582
055022004003001000	0.425	RKS DEVELOPMENT, LLC	$13,640	1940-RES
Legal Description:		N1/2 M-8 PT NE1/4 SE1/4 BEING LOTS 431 & 434 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04780
055022004001001000	1.700	RKS DEVELOPMENT LLC	$4,100	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 422-423-424-426-427 & 428 FREEMAN GROVE 5 UNRECORDED OF SECTION 22 TOWNSHIP 27 RANGE 33	BOOK PAGE	0362 04582

055022004002002000	0.448	RKS DEVELOPMENT, LLC	$1,960	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOTS 429 & 430 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	0362 04582
Address:		202 E. 32ND JOPLIN, MO 64804		
056023003011002000	1.080	RKS DEVELOPMENT IV, LLC	$58,200-C	1986-COM
Address:				
Legal Description:		East 62' of Lots 18 & 19 and the West 52' of Lot 20 of Staples & Pabst 2 Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	328 02165
055022004003004000	0.814	RKS DEVELOPMENT III, LLC	$10,680	1950-RES
Legal Description:		M-14 PT NE1/4 SE1/4 BEING LOTS 494-497-506 & 509 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	285 00399
055022004003009001	0.212	POTTER, JAMES L.	$1,480	Vacant-RES
Legal Description:		PT NE1/4 SE1/4 LOT 439 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
055022004003010000	0.425	POTTER, JAMES L.	$10,330	1940-RES
Legal Description:		S1/2 M-8 PT NE1/4 SE1/4 LOTS 435 & 438 FREEMAN GROVE 5 UNRECORDED	BOOK PAGE	351 12099
Address:		3806 S. MAIN JOPLIN, MO 64804		
055022004002010000	1.87	POTTER, JAMES L.	$8,740	1932-RES
Legal Description:		PT NE1/4 SE1/4 LOT 421 FREEMAN GROVE 5 UNRECORDED		
Address:		127 West 38th Street 3806 S. MAIN JOPLIN, MO 64804		
0560230030110010000	1.000	Rainbow Development One, LLC	$7,860-R	1936-RES
Address:		118 East 42nd Street JOPLIN, MO 64804		
Legal Description:		Lot 1,2,3 of Hughes Subdivision OF SECTION 23 TOWNSHIP 27 RANGE 33 OF NEWTON COUNTY	BOOK PAGE	358 09788

The District also includes all public right of way adjoining the above described properties.

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, South Main Street Community Improvement District
City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of South Main Street CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2015 (the "Agreement") between the City of Joplin, the South Main Street Community Improvement District, and RKS Development, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of RKS Development, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, South Main Street Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of South Main Street CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2015 (the "Agreement") between the City of Joplin, the South Main Street Community Improvement District, and RKS Development, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

SOUTH MAIN STREET COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

South Main Street Community Improvement District _____ _____ _____	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS**
SALES TAX RETURN **Check box if Amended Return Y Or Additional Return Y**	**YYYY YY YY**

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN <u>MUST</u> BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS.....							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: South Main Street Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E

BUDGET

DESCRIPTION	TOTAL ALL PROJECT COSTS	TIF REIMBURSABLE COSTS	CID COST
PROPERTY ACQUISITION			
PRIMARY SITE COST 83 Acres	$19,886,713	$3,200,000	
SUB-TOTAL	**$19,886,713**	**$3,200,000**	
LAND PREPARATION			
DEMOLITION & UTILITY REMOVAL	$759,100	$759,100	
EXTRAORDINARY SITE COSTS-IMPORT FILL	$9,462,479	$9,462,479	
SUB-TOTAL	**$10,221,579**	**$10,221,579**	
CONSTRUCTION COSTS			
RPA-1 BUILDINGS	$8,085,000		
RPA-1 SITE PREP-SITE IMPROVEMENTS	$595,204		
RPA-2 BUILDINGS	$43,245,930		
RPA-2 SITE PREP-SITE IMPROVEMENTS	$2,780,718		
RPA-3 BUILDINGS	$16,275,000		
RPA-3 SITE PREP-SITE IMPROVEMENTS	$1,190,408		
RPA-4 BUILDINGS	$3,675,000		
RPA-4 SITE PREP-SITE IMPROVEMENTS	$453,046		
RPA-5 BUILDINGS	$4,305,000		
RPA-5 SITE PREP-SITE IMPROVEMENTS	$432,276		
RPA-6 BUILDINGS	$24,777,000		
RPA-6 SITE PREP-SITE IMPROVEMENTS	$2,953,586		
MARKETING COST	**$14,588,032**		
SUB-TOTAL	**$123,356,200**		
PROFESSIONAL FEES			
ARCHITECTURAL & ENGINEERING	$800,000	$800,000	
LEGAL & PROFESSIONAL	$275,000	$275,000	
SUB-TOTAL	**$1,075,000**	**$1,075,000**	
TOTAL PRIVATE-BLIGHT COSTS	**$154,539,492**	**$14,496,579**	
PUBLIC IMPROVEMENTS			
UTILITY INSTALLATION	$2,949,512	$2,949,512	
STREET IMPROVEMENTS/APPROACHES/CURB	$7,553,294	$7,553,294	
SCHOOL PARKING LOT	$770,500	$770,500	
MITIGATION COST	$3,860,000	$3,860,000	
STORM WATER CONTROL	$700,000	$700,000	
SUB-TOTAL	**$15,833,306**	**$15,833,306**	
TOTAL ALL HARD COST	**$170,372,798**	**$30,329,885**	
CONTINGENCY	**$3,757,634**	**$537,610**	
TOTAL HARD COST WITH CONTINGENCY	**$174,130,432**	**$30,867,495**	
TOTAL FINANCING COSTS	**$56,199,621**	**$7,151,579**	**$9,149,469**
GRAND TOTAL	**$230,330,053**	**$37,481,464**	**$9,149,469**
PERCENTAGES	100%	16%	3.97%
CID FUNDING OF COST		$9,601,356	$9,149,469
LOCAL TAXING DISTRICTS PORTION		$27,880,108	
PERCENTAGES		12.10%	

The South Main Street CID, which is a special taxing district established only within the Redevelopment Area, collects a 1% additional tax. The South Mains Street CID will continue to operate to pay any unpaid balance after the TIF, or pay the cost above the Maximum TIF Budget of $37,481,464

CID payments will not affect any other taxing district. Estimated CID will run for an additional 7 years to pay this amount.