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

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

2. **Roll Call**

3. **Presentations**

   1. Cardinal Route 66 Park Proposal
      Brad Belk, director of Joplin Museum Complex, and Amy Palmer with Webb City Cardinal Route 66 Park, to present Council with a mining theme park proposal.

      Documents: CARDINAL ROUTE 66 PARK.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

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

      Documents: CIP REPORT TO COUNCIL DECEMBER 2015.PDF

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The December 7, 2015 Council Meeting

      Documents: DEC 7 2015.PDF

   2. COUNCIL BILL NO. 2015-278
      COUNCIL BILL NO. 2015-278 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8101 East 32nd Street in Jasper County, Missouri.

      Documents: CB2015-278.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2015-167
       AN ORDINANCE approving an Engineering Service Contract for Allgeier Martin & Associates not to exceed One Hundred Two Thousand and no/100 Dollars ($102,000.00) for engineering services for the 2015 Public Infrastructure Improvements in the NID IV area and containing an emergency clause.

       Documents: SUMMARY-ALLGEIER MARTIN NID 2015-167.PDF, MAP NID IV.PDF, SCANNED CONTRACT 12-10-2015 - 2.PDF, CB 2015-167 ALLGEIER MARTIN NID IV.PDF

    2. COUNCIL BILL 2015-377
       AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction for Library building and site construction

services for the Economic Development Administration funded library and associated infrastructure at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

Documents: 2015-377 SUMMARY.PDF, CB2015-377.PDF, JPL_BIDTABFORM.PDF, RE SMITH AGREEMENT.PDF

3. COUNCIL BILL 2015-378
AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for the new construction of housing in the amount of Two Hundred Nineteen Thousand Four Hundred Ninety-Nine and 70/100 ($219,499.70) Dollars; authorizing the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

Documents: 2015-378 SUMMARY.PDF, AMENDMENT TO 09 AGREEMENT WITH HSTCC 08 25 15_DRAFT.PDF, CB 2015-378.PDF, HST_NEWCONSTRUCTION_CONTRACT2009.PDF

4. COUNCIL BILL 2015-379
AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for the new construction of housing in the amount of Two Hundred Nineteen Thousand Four Hundred Ninety-Nine and 70/100 ($219,499.70) Dollars; authorizing the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

Documents: 2015-379 SUMMARY.PDF, AMENDMENT TO 11 AGREEMENT WITH HSTCC 08 25 15_DRAFT.PDF, CB 2015-379.PDF, HSTCDC_AGREEMENT_NEWCONSTRUCTION2011.PDF

5. COUNCIL BILL NO. 2015-630
AN ORDINANCE approving an agreement for professional third party claim services by and between Corporate Claims Management and the City of Joplin, Missouri, for Corporate Claims Management to provide claims management services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents: GRNSHT 2015-630 APROVING TPA AGREEMENT FOR EFFECTIVE JAN 1 2016 (002).PDF, 2015- 630 TPA ORDINANCE DEC 21 2015.PDF, 2016 JOPLIN CCMI TPA AGREEMENT APPROVED.PDF, TPA ANALYSIS SPREADSHEET FOR COUNCIL BILL 2015-630.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2015-277
COUNCIL BILL NO. 2015-277 - 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-2 property as described below and located at 103-105 North Wall Avenue in the City of Joplin, Jasper County, Missouri.

Documents: CB2015-277.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)

Proposal to the City of Joplin for a Gift to the Webb City Park Department



Construction of the Webb City Route 66 Park

In 2012, Mr. Chuck Surface (Economic Development Director for Webb City at the time) had a vision of beautifying the east entrance of Webb City where Daugherty and Broadway streets meet. Cardinal Scale Manufacturing Company of Webb City shared Mr. Surface's vision, plus honoring Historic Route 66 and the mining history of the area. Although Mr. Surface passed away soon after the initial approval of this project, the realization of this park was his dying wish.



Proposed Gift of Mining Machinery from the City of Joplin

- Proposed gift of 5 pieces of mining machinery as selected by Mr. Belk.
- Joplin Museum Director Brad Belk put it best when he said “it has always been [the museum’s] intent to spread the mining machinery around our community to explain the rich history and storied tradition of the Tri-State Mining District. Our mining heritage is the very foundation of our existence.”

Details of the Cardinal Route 66 Park



- Webb City Park Dept. will recognize the City of Joplin’s gift by displaying it properly and having it suitably labeled.
- Cardinal Scale Manufacturing Co. will move the mining equipment to its new home. (pictures to follow)
- Each mining piece will be properly labeled with historic content provided with the help of Mr. Brad Belk, Joplin Museum Director.

Mining Drill



Ore Bucket



Mining Hoist

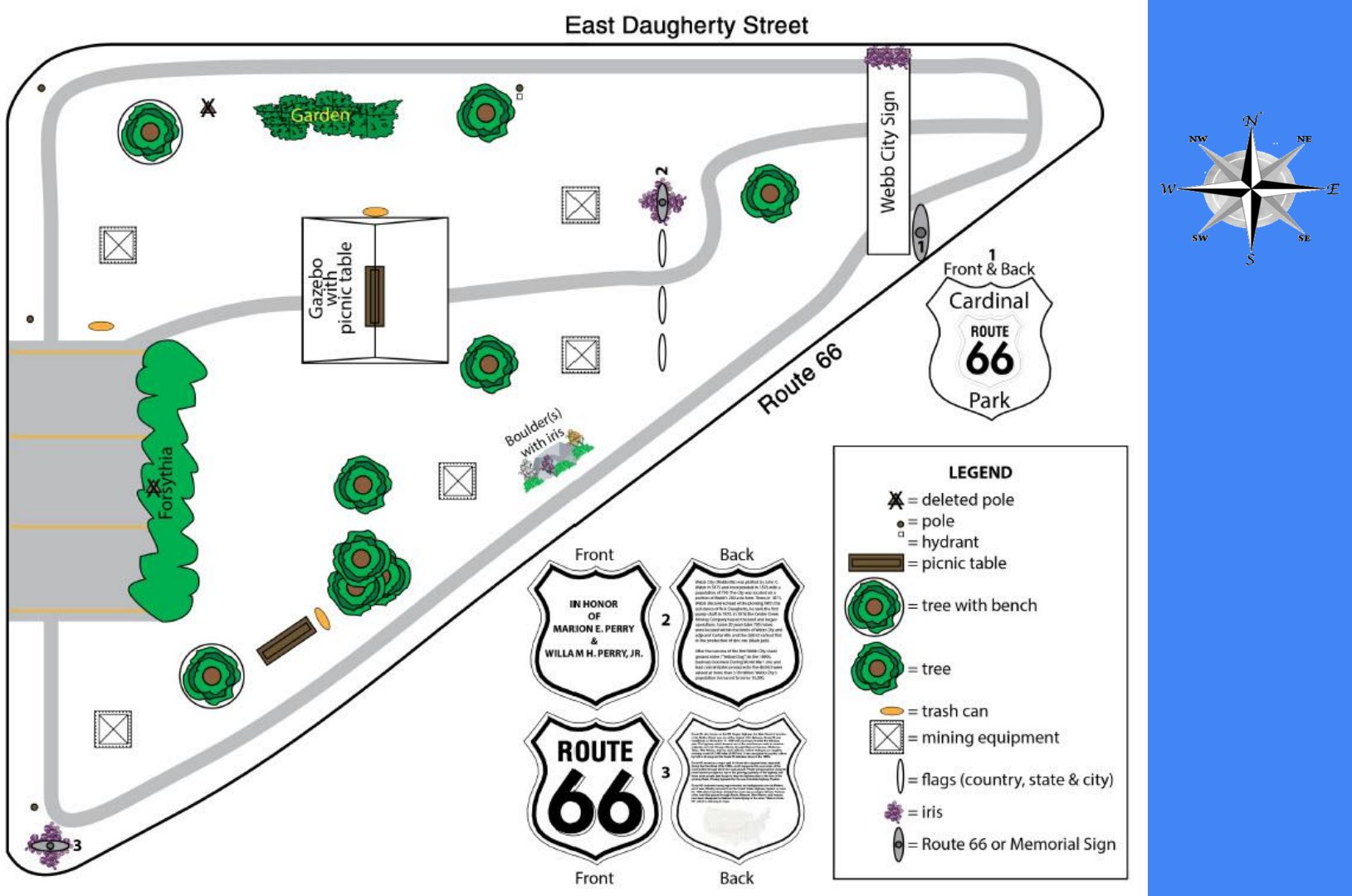


Water Pump



Mining Wheel




East Daugherty Street
Garden
Webb City Sign
Gazebo with picnic table
Forsythia
Boulder(s) with iris
Route 66
1
Front & Back
Cardinal
ROUTE
66
Park
2
3
Front
Back
IN HONOR OF MARION E. PERRY & WILLA M H. PERRY, JR.
ROUTE
66
LEGEND
= deleted pole
= pole
= hydrant
= picnic table
= tree with bench
= tree
= trash can
= mining equipment
= flags (country, state & city)
= iris
= Route 66 or Memorial Sign
N
NW
NE
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E
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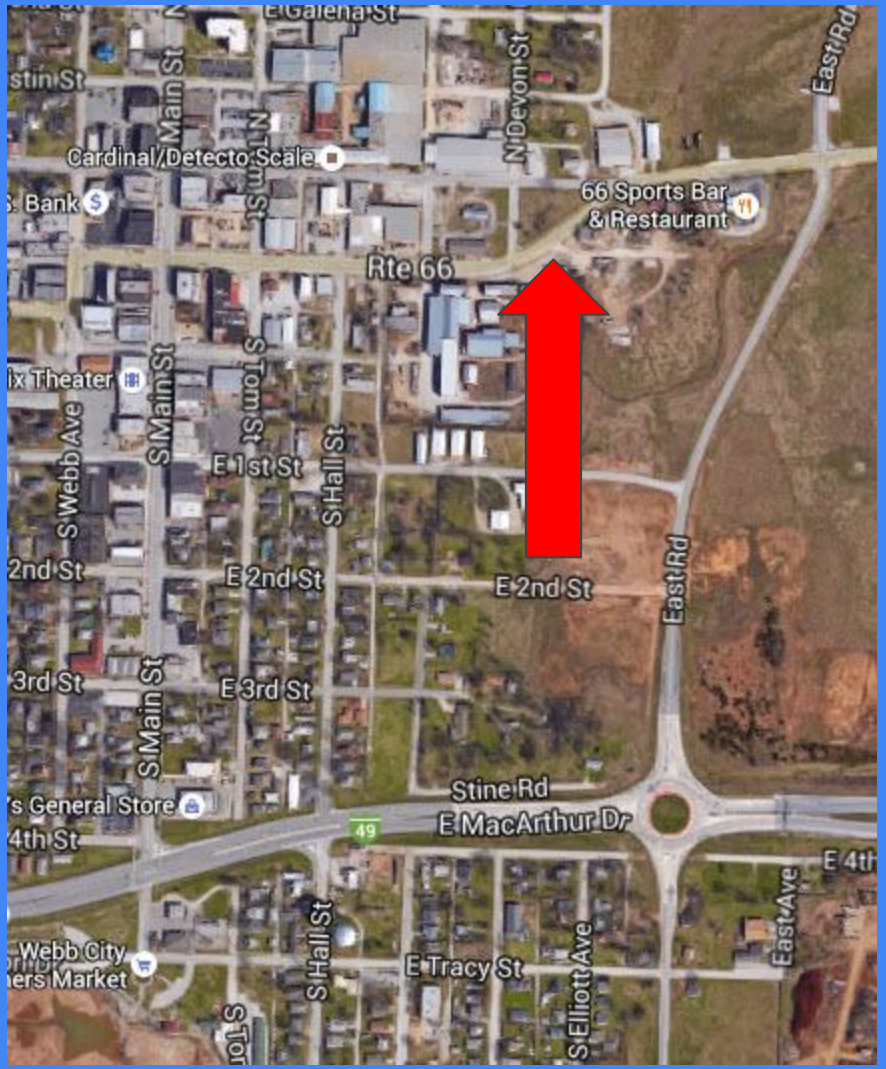
E Galena St
N Main St
N Devon St
East Rd
Cardinal/Detecto Scale
66 Sports Bar & Restaurant
Rte 66
S Main St
S Webb Ave
S Tom St
S Hall St
E 1st St
E 2nd St
East Rd
E 3rd St
Stine Rd
E MacArthur Dr
49
E 4th
East Ave
Webb City
E Tracy St
S Elliott Ave

Supporters of the Project:

- Webb City Economic Development
- Tom Reeder, Director of the Webb City Parks and Recreation Department
- Joplin Historical and Mineral Museums Inc. Board of Directors
- Brad Belk, Executive Director, Joplin Museum Complex

Cardinal®
Cardinal Scale Manufacturing Co.

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

MEMORANDUM

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

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

DATE: **December 14, 2015**

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

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

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twenty-seventh (27th) such presentation.

Attachment: Capital Improvement Sales Tax Oversight Committee December 14, 2015 Semi-Annual Public Report.

Capital Improvement and Public Safety Sales Tax Oversight Committee
Semi-Annual Public Report
December 14, 2015

Introduction

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

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

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

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

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

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

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

Oversight Committee Members

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

Tom Beisner	Charles Buchanan
Chris Churchwell	Charles Genesio
Don Goetz	Harvey Hutchinson
Ryan Jackson	DeWayne Patton
James Richards	

Review of Oversight Committee Meetings

August 20, 2015

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson and Nick Heatherly updated the committee on the FY 2015 stormwater improvements and maintenance activities. David Hertzberg and Dan Salisbury updated the committee on the capital improvements street program. Scott Garrie updated the committee on the parks activities. Matt Stewart and James Furgerson updated the committee on the public safety sales tax activities.

November 19, 2015

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2015 stormwater improvements and maintenance activities. David Hertzberg and Dan Salisbury updated the committee on the capital improvements street program. Paul Bloomberg and Steve Curry updated the committee on the parks activities. Andy Nimmo and Matt Stewart updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Chris Churchwell, will present this report on Monday, December 21, 2015.

Committee Observations

As of the Oversight Committee's last meeting on November 19, 2015, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2015 fiscal year.

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

Respectfully Submitted,

12/15/15
Date:

Chris Churchwell,
Chairman

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

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
NOVEMBER 19, 2015
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, November 19, 2015. Present were committee members Tom Beisner, Chris Churchwell, Charles Genesio, Harvey Hutchinson, Ryan Jackson, DeWayne Patton, and James Richards. Committee members Charles Buchanan and Don Goetz were absent.

City Staff present were Leslie Haase, Finance Director; Paul Bloomberg, Assistant Parks Director; Steve Curry, Parks Maintenance Supervisor; Dan Salisbury, Assistant Public Works Director; Dan Johnson, Civil Engineer; David Hertzberg, Capital Improvement Project Manager; Matthew Stewart, Assistant Police Chief; and Andy Nimmo, Deputy Fire Chief.

Mr. Churchwell asked for a motion to excuse those committee members who were absent.

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

Approve minutes from the meeting of August 20, 2015:

Mr. Churchwell asked for comments regarding the minutes from the meeting of August 20, 2015, and none were received.

MR. GENESIO MOVED, SECONDED BY MR. PATTON, THAT THE MINUTES FROM THE MEETING OF AUGUST 20, 2015 BE APPROVED. THE MOTION CARRIED, WITH MR. BEISNER, MR. CHURCHWELL, MR. GENESIO, MR. HUTCHINSON, MR. JACKSON, MR. PATTON, AND MR. RICHARDS VOTING "AYE"; AND WITH MR. BUCHANAN AND MR. GOETZ BEING ABSENT (7 IN FAVOR, 2 ABSENT).

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

Ms. Haase gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through October 31, 2015. Revenues are no longer being collected in Phase I, with $1,554,842 being spent during the fourth quarter of FY 2015. Remaining estimated project costs total $994,868. Report contains the list of projects in Phase I, with projects still in progress including the Mohaska Ditch, Porter Avenue and "B" Street, "C" Street west of Porter Avenue, Eighth Street and Patterson Avenue, and "B" Street west of Porter Avenue.

Report 3 contains the project analysis for Phase II, with actual sales tax receipts for FY 2015 totaling $1,381,400 for parks and $1,987,868 for stormwater. On the floodplain buyout grant, $94,980 was collected, with $2,134,602 being collected through state allocation grant funding. Expenditures total $232,521 for parks, with the Tax Increment Financing (TIF) developers being paid $69,728. Remaining estimated project costs for parks total $5,111,874.

Expenditures total $2,833,666 for stormwater, with the TIF developers being paid $100,341. Remaining estimated project costs for stormwater total $16,047,062.

Ms. Haase discussed the projects in Report 4 and stated the annual maintenance is continuing. Other projects in progress include the softball complex amenities, Schifferdecker Park improvements, athletic complex improvements, Cunningham Park improvements, McClelland to Town Green via Tin Cup Trail, and the Audubon Center support. Projects that are complete include the skate pods, aquatic center, and the off leash dog park.

Ms. Haase stated design work is progressing on many of the stormwater projects. The Airport – Public Safety Training Center was completed during the fourth quarter of FY 2015.

Parks:

Mr. Bloomberg stated the softball complex amenities are ongoing. Mr. Curry discussed the trail maintenance activities at Campbell Parkway and Landreth Park.

Mr. Jackson asked what projects would begin next. Ms. Haase stated the beginning fund balance on the parks side is a negative figure of -$4.4 million, so the money was actually spent before it was collected on the Schifferdecker aquatic center. The parks side has been slowed down to catch up on some revenue collections. A few projects are in the FY 2016 budget, including the removal of the Naval Reserve building. The Parks Department is purchasing a trail paving machine.

Mr. Richards asked if FY 2018 is the projected collection date to catch up on the $4.4 million, and Ms. Haase replied yes. The staff evaluates the overall cash in that fund to determine which projects can be done. The Parks Department is developing a plan for completion of these projects.

Mr. Hutchinson understood Mercy Park is being constructed with Community Development Block Grant funding but the City's parks staff will be providing maintenance. Ms. Haase stated this is not part of the parks/stormwater sales tax.

Mr. Churchwell asked if this committee has any involvement with the Blasters and Joe Becker Stadium, and Ms. Haase replied no.

Stormwater:

Mr. Johnson stated the crew time was spent on final ditch mowing to prepare for winter and in preparation for the City's leaf pickup program. Five positions were maintained during the fourth quarter of FY 2015 with one vacant position to be filled. The overall budget for FY 2015 for the stormwater operations was below budget, with the crew not having worked on small repairs to the minor drainage system during the fourth quarter.

Ditch maintenance totaled 157,586 feet, with 220 catch basins being cleaned, and 1,649 miles of street sweeping being logged.

Mr. Johnson discussed the major projects in Phase I. The Maiden Lane drainage work between 17th and 20th Streets is under construction and is 60 percent complete. Preliminary plans will be complete during December for Eighth Street and Patterson Avenue. City staff will be meeting with the surrounding property owners to solicit their input on that project.

The work is substantially complete on Porter Avenue and "B" Street, along with "B" and "C" Streets west of Porter. The channel widening must still be completed.

Mr. Johnson discussed the projects in Phase II and stated the improvements at Fourth Street and School Avenue are connected with Illinois Avenue between Seventh and Ninth Streets.

Mr. Hutchison asked about Maiden Lane being 60 percent complete, and Mr. Johnson replied just the stormwater work. The roadway improvements will be discussed later.

Mr. Johnson learned the detention pond at 15th Street and Massachusetts Avenue in Parr Hill Park would not alleviate the drainage problems on Illinois, so the Fourth and School work is being combined with Seventh and Illinois. The same consultant is designing the Fourth and School work and the Seventh and Illinois work. Construction should begin during FY 2016.

A contract has been awarded for the ditch and culvert improvements at 10th Street and Peters Avenue. A notice to proceed will be issued in January. The utilities are currently being relocated, with Southern Star Central Gas Pipeline owning a high-pressure gas main in this area.

A contract has been awarded for the culvert system on Hill Street between Division and Mineral Avenues. The utilities are being relocated before the City issues a notice to proceed.

The ditch improvements on Euclid Avenue and Odessa/Rolla Streets are in the final review stage. Construction is scheduled for 2016 in coordination with the St. Louis Avenue widening.

Mr. Churchwell asked when construction at Second Street and Oliver/McCoy Avenues is scheduled for, and Mr. Johnson replied 2019.

Capital Improvement Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through October 31, 2015. For the first half of FY 2015 $2,523,662 was collected, with interest income of $30,900. TIGER grant revenues for the first half of FY 2015 totaled $3,281,750, with the local government participating share totaling $392,521.

Expenditures total $6,021,052, with the TIF developers being paid $238,097. The total actual costs to date are $55,791,952, with $10,416,599 remaining to be spent on Phase 1.

Report 8 contains the list of projects in Phase I. The City overlay program continues annually. Projects currently in progress include Maiden Lane, Zora Street from Range Line Road to Main

Street, St. Louis Avenue from Broadway to Zora, existing traffic signal upgrades, and the 20th Street overpass. No projects were completed in Phase I during the fourth quarter of FY 2015.

Ms. Haase discussed Phase II and stated $2,529,998 was collected during FY 2015. Expenditures total $86,095, with remaining estimated project costs totaling $51,565,993. Report 10 contains the list of projects in Phase II, with preliminary work progressing on several projects.

Mr. Hertzberg discussed the projects in Phase I. The City overlay and micro-surfacing programs are progressing. The overlay program is 60 percent complete, with the micro-surfacing program being 70 percent complete. These programs will be completed when the weather cooperates next spring. Two of the TIGER grant programs, Schifferdecker Avenue and 26th Street, are complete.

Mr. Salisbury discussed the Maiden Lane improvements. The Federal Highway Administration (FHWA) approved a time extension to April 15, 2016, to have the project substantially complete. The south end of the project is currently being striped. During the winter, some of the drainage structures will be installed. By spring, all the work should be complete except for the paving.

Mr. Hutchinson asked about the railroad crossing at Junge Boulevard, and Mr. Salisbury replied a utility line in that area has not been relocated.

Mr. Hutchinson asked about the railroad's role in this project, and Mr. Salisbury replied they paid for some of the crossing improvements. The City's contractor will complete the approach work. The asphalt in the middle of the rails will be re-laid, with a train running across the intersection to create the opening for the rails to make it as smooth as possible. Once the City's contractor leaves, the railroad company is responsible for maintenance within the track area.

The survey work is complete for Zora Street from Range Line Road to Main Street, with the utility companies relocating their lines. The street construction phase will begin during spring, 2016.

Mr. Beisner asked Mr. Hertzberg about the estimated completion date for Zora, and he anticipates the work being complete by the end of the construction season in the fall of 2016.

The right-of-way plans and appraisals are complete for St. Louis Avenue from Broadway to Zora. Right-of-way negotiations are taking place at this time, with utility relocation to begin next year. The City staff visited with the Missouri Department of Transportation (MoDOT) on potential traffic signal upgrade projects.

Mr. Hertzberg discussed the projects in Phase II, with the 32nd Street improvements being in the conceptual design stage. The City staff is maintaining contact with the property owners throughout this process, with design work to be complete during 2016.

A TIGER grant application was denied for the City-wide neighborhood transportation improvements. The "Safe Route to School" project was completed in the Royal Heights and Eastmorland school areas. An intersection safety project was completed on Minnesota Avenue and Murphy Boulevard using FHWA and MoDOT funding. The staff is soliciting bids for signage that will contain project status information.

Mr. Salisbury discussed the City-wide street surface repair. Contracts will be issued to upgrade manholes on the major streets. The City staff has worked with property owners parallel with 10th Street where there are nine railroad crossings in nine blocks. The residents along Sergeant Avenue have agreed to allow the City staff to close that crossing and construct a cul-de-sac. The Jackson Avenue crossing is to be improved. A petition has been received from property owners along Moffet Avenue requesting a cul-de-sac. The crossing at Porter Avenue will be improved.

The staff is working with the Kansas City Southern Railway Company to improve the crossing on Fourth Street. The City will pay for all the approach work and half of the crossing, with the existing concrete pad at 20th Street being re-used at Fourth Street.

The staff has met with property owners regarding closure of the 18th Street railroad crossing, with 200 area residents being notified on the closure of that crossing. Kansas City Southern will actually pay the City of Joplin to close that crossing.

Mr. Hertzberg discussed the City-wide intersection improvements, with the possibility of improving the intersection alignment at 20th Street and Murphy Boulevard.

Mr. Richards asked about the timeframe for the 18th Street closure, and Mr. Salisbury replied after the 20th Street overpass is complete.

The staff solicited input from property owners adjoining Connecticut Avenue between 32nd and 44th Streets and have met with the Village of Leawood regarding the portion of Connecticut south of the Interstate 44 overpass. The City of Joplin has received a memorandum of understanding with Leawood.

Mr. Patton asked if Connecticut Avenue will be upgraded from 44th to 50th Streets, and Mr. Hertzberg replied not in this program. The staff has also met with the property owners and the Village of Leawood regarding the widening of 44th Street from Range Line Road to Connecticut.

Mr. Hutchinson asked if design work has been awarded to a consultant for 32nd Street between Schifferdecker and Central City Road, and Mr. Hertzberg replied yes. Mr. Hutchinson asked when the design work will be complete, and Mr. Hertzberg replied the conceptual plans will be shown to the property owners. He anticipates having a final set of plans by the end of 2016.

Mr. Salisbury stated the property owners on the south side of 44th Street have agreed to donate temporary construction easements, with the property owners on the north side agreeing to donate the extra land for the project provided they go first.

Mr. Salisbury stated the property owners along 32nd Street are concerned about the acquisition of land for five lanes. The staff will continue to work with the property owners.

The staff has solicited input from the property owners on Zora Street from Range Line Road to Route 249 and has awarded an engineering services contract for that project. No work has begun on the Sixth Street and Virginia Parking Garage modifications or on 20th Street from Schifferdecker Avenue to Country Club Road.

A memorandum of agreement for the Jackson Avenue bridge has been approved by the City of Joplin and Newton County. Revised right-of-way plans are completed, with legal descriptions being written for the Schifferdecker Avenue bridge at Turkey Creek. Appraisal work has begun, with the staff discussing the project with the property owners.

Mr. Richards asked if the new Jackson Avenue bridge will be adjacent to the existing bridge. Mr. Salisbury stated the area property owners asked about building the new bridge in the same spot as the old bridge. They want the new bridge wide enough to accommodate pedestrians and bicyclists and to be constructed as high as possible to pass as much water underneath as possible.

Mr. Richards asked if the new bridge on Schifferdecker Avenue will be in the same location as the existing bridge. Mr. Hertzberg replied the new bridge is to the east of the existing bridge. Westbound traffic on Zora will curve towards the left, pass over the bridge, and then curve onto Schifferdecker.

Public Safety Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the public safety sales tax through October 31, 2015. Report 12 shows a beginning fund balance of $12,098,927, with $6,738,056 being collected during FY 2015. Expenditures total $308,949 for street lights; $2,585,394 for police; and $1,947,246 for fire. A total of $3,194,290 was spent on the public safety training center, with $367,255 being paid to the TIF developers. The ending fund balance is $10,433,848.

Report 13 provides a breakdown of the expenditures. The only remaining operational expense is the firefighters for the last fire station to be constructed on the east side of Joplin. Work is progressing on the grounds portion of the training center, with preliminary work beginning on the building. Following completion of the training center, the only remaining capital expense is the east side fire station.

Police:

Assistant Chief Stewart stated all the public safety positions are full, with 10 current openings within the department and three retirements in the near future. Five individuals are graduating from the police academy, with job offers being made to two others currently attending the academy.

During 2015, 898 officers received training through the public safety training center. They use the SWAT obstacle course, with a canine course improving the canines' agility. A trap door was cut into the bottom of one of the training towers to provide training to lift a canine into an attic of a home in case a suspect is hiding in an attic. The Emergency Vehicles Operations Course (EVOC) is complete, with some officers receiving that training within the last couple of days.

The department has begun working with the architects on the new training center and will be receiving finalized plans in the near future. Crime is still down about 10 percent from last year, but traffic crashes have increased. In October there were 190 crashes, with the counts not being that high for any month for the last three years.

Fire:

Deputy Chief Nimmo stated the public safety positions are all staffed. There are currently three openings within the department, with one retirement anticipated in March. He anticipates a recruit academy beginning on January 24, 2016 for those new positions.

The tower at the public safety training center is complete, with the gas props being installed. They are now being used for training with the fire crews. High-rise evolutions are being conducted with the crews. The confidence level with the crews is just amazing.

The draft pit has been used to test the department's trucks. They have been working with the Police Department on the classroom project.

The department is planning an open house for the training grounds and the burn tower during the first or second week of December. The goal is to have all the different areas in use. He encouraged the committee members to visit the facility.

Chief Jimmy Furgerson is having a land survey completed for Station No. 7, with the purchase of a two-acre plot being presented to the City Council. Deputy Chief Nimmo didn't anticipate anything additional for the fire station next year since running two major construction projects at the same time is not really a good idea. He anticipates construction of the fire station to begin once the training classroom project is complete.

Schedule next meeting of the oversight committee:

The next meeting of this committee will be held on Thursday, February 18, 2016 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, December 21, 2015.

Adjournment:

Mr. Churchwell asked for a motion to adjourn.

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

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 4:57 p.m.

Chris Churchwell, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of October 31, 2015
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2015	$ (243,190.19)	$ 1,687,820.00	$ 1,444,629.81
Revenues:			
Actual sales tax receipts-Prior Years	9,165,443.45	20,251,036.36	29,416,479.81
Interest Income-Prior Years	165,993.63	360,970.28	526,963.91
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 12,043,194.07	$ 21,843,369.38	$ 33,886,563.45
Expenditures:			
Actual project costs to date-Prior Years	$ 12,109,265.00	$ 19,766,960.74	$ 31,876,225.74
Actual TIF/Transfer payments to Developer to date-Prior Years	177,119.26	388,588.43	565,707.69
Actual costs to date-Current Year	-	1,554,842.26	1,554,842.26
Actual TIF/Transfer payments to Developer to date-Current Year	-	-	-
Sub-Total actual costs to date	$ 12,286,384.26	$ 21,710,391.43	$ 33,996,775.69
Remaining estimated project costs	-	994,868.00	994,868.00
Total projected costs	$ 12,286,384.26	$ 22,705,259.43	$ 34,991,643.69
Shortfall of estimated sales tax receipts	(243,190.19)	(861,890.05)	(1,105,080.24)
Future alternate source of Funding-CDBG/Grants/TST	-	250,000.00	250,000.00
Funding over/(under)	$ (243,190.19)	$ (611,890.05)	$ (855,080.24)
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

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

Prepared by: Leslie Haase

Report 2

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

PARKS PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$ -	
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	-	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	-	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	-	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	-	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	-	
Schifferdecker Park Improvement Project	TS0210	220,000	105,559	105,559	114,441	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	15,400	4,600	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	78,511	DNR Trail Grant
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	-	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073 *	-	
Softball Fields	TS0215	888,104	1,806,774	1,806,774	(918,670)	1,199,627	General Fund Transfer
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	1,123,619	GF T-fer & Sewer Fund
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	-	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	400,000	LWCF Grant/GF T-fer
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	-	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 12,109,265**	**$ 12,109,265**	**$ (1,852,161)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 3,539,816	$ 3,539,816	(1,039,816)	-	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	-	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	634,499	STP Urban Grant
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	-	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	86,307	CDBG Funds
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	-	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	-	
Mohaska Ditch	TS0410	593,104	213,502	230,000	-	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	525,498	STP Urban Grant
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	468,799	CDBG Funds
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	-	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	171,600	Trans. Sales Tax Funds
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	400,000	Trans. Sales Tax Funds

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

STORMWATER PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$ 300,000	CDBG Funds
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	-	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	70,297	Trans. Sales Tax Funds
6th Street & Porter Avenue	TS0417	307,035	32,725	32,725	274,310	-	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808 *	-	
36th Street to Ferguson Road (Ditch)	TS0419	211,230	242,095	242,095	(30,865)	-	
Porter Avenue & "B" Street	TS0420	796,800	190,288	820,000	-	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	-	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	250,000	Jasper County
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,255,676	1,255,676	(1,168,289)	50,466	Traffic Material Refund
"B" Street West of Porter Avenue	TS0425	62,626	1,311,409	1,351,409	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	125,026	125,026	192,961	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	(37,558)	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,945	74,945	3,535	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	164,247	Trans. Sales Tax Funds
10th Street & Peters Avenue	TS0430	46,606	45,424	45,424	1,182	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	2,360,756	2,360,756	(1,035,895)	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	130,955	1,248,093	130,955	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	242,064	219,436	Trans. Sales Tax Funds
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	-	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	16,432	Trans. Sales Tax Funds
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	-	593,339	-	
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	(129,250)	-	
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	66,231	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	458,333	458,333	57,416	-	
14th Street West of Joplin Avenue	TS0443	222,211	89,802	89,802	132,409	-	
TOTAL STORMWATER PROJECTS		**$ 20,365,171**	**$ 21,321,803**	**$ 22,316,669**	**$ (1,107,999)**	**$ 4,088,536**	

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of October 31, 2015
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2015	$ (4,440,873.60)	$ 3,519,931.40	$ (920,942.20)
Revenues:			
Actual sales tax receipts in 2015	1,381,399.96	1,987,868.27	3,369,268.23
Projected sales tax receipts in 2015	-	-	-
Projected sales tax receipts in 2016	1,327,368.28	1,910,114.29	3,237,482.57
Projected sales tax receipts in 2017	1,347,278.80	1,938,766.00	3,286,044.81
Projected sales tax receipts in 2018	1,367,487.99	1,967,847.49	3,335,335.48
Projected sales tax receipts in 2019	1,388,000.31	1,997,365.21	3,385,365.51
Projected sales tax receipts in 2020	1,408,820.31	2,027,325.68	3,436,146.00
Projected sales tax receipts in 2021	1,429,952.62	2,057,735.57	3,487,688.19
Projected sales tax receipts in 2022	725,700.95	1,044,300.80	1,770,001.75
Actual sales tax receipts-Prior Years	3,181,957.67	4,578,914.70	7,760,872.37
FEMA Flood Plain Buyout Grant-Current Year	-	94,980.47	94,980.47
State Allocation Grant ($14 million award-disaster)-Current Year		2,134,601.81	2,134,601.81
State Allocation Grant ($14 million award-disaster)-Prior Years	-	613,490.31	613,490.31
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ 13,557,966.88	$ 22,353,310.61	$ 35,911,277.50
Expenditures:			
Actual project costs to date-Prior Years	$ 7,483,152.54	$ 1,474,003.11	$ 8,957,155.65
Actual TIF/Transfer payments to Developer to date-Prior Years	139,678.87	198,470.50	338,149.37
Actual costs to date-Current Year	232,521.48	2,833,665.68	3,066,187.16
Actual TIF/Transfer payments to Developer to date-Current Year	69,728.45	100,340.91	170,069.36
Sub-Total actual costs to date	$ 7,925,081.34	$ 4,606,480.20	$ 12,531,561.54
Remaining estimated project costs	5,111,874.00	16,047,062.00	21,158,936.00
Total projected costs	$ 13,036,955.34	$ 20,653,542.20	$ 33,690,497.54
Shortfall of estimated sales tax receipts	521,011.54	1,699,768.41	2,220,779.96
Future alternate source of Funding-CDBG/Grants/TST	-	878,665.00	878,665.00
Funding over/(under)	$ 521,011.54	$ 2,578,433.41	$ 3,099,444.96
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Haase

Report 4

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

PARKS PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 125,051	$ 1,447,600	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	964,862	1,195,500	-	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	-	200,100	-	-	
Schifferdecker Park Improvements	TS0504	327,000	90,300	327,000	-	-	
Parr Hill Park Improvements	TS0505	70,000	-	70,000	-	-	
Skate Pods at Existing Parks	TS0506	240,000	305,796	305,796	(65,796)	-	
Athletic Complex Improvements	TS0507	77,000	31,340	77,000	-	-	
Cunningham Park Improvements	TS0508	150,000	78,000	150,000	-	-	
Ewert Park Improvements	TS0509	50,000	-	50,000	-	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	241,468	1,098,250	-	-	
Campbell Parkway Improvements	TS0511	60,000	-	60,000	-	-	
Garvin Park Improvements	TS0512	13,000	-	13,000	-	-	
Leonard Park Improvements	TS0513	45,000	-	45,000	-	-	
McClelland Park Improvements	TS0514	63,500	-	63,500	-	-	
Humphrey Park Improvements	TS0515	57,000	-	57,000	-	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	-	227,500	-	-	
Landreth Park Improvements	TS0517	120,000	-	120,000	-	-	
Spiva Park Improvements	TS0518	50,000	-	50,000	-	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	96,667	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	-	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 7,715,675**	**$ 12,789,437**	**$ 3,513**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

STORMWATER PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 135,441	$ 961,850	$ -	$ -	
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	389,206	3,000,000	-	-	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	349,871	2,500,000	-	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	-	-	774,200	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant	GSTA09	-	801,928	801,928	(801,928)	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	-	-	-	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant	GSTA03	-	1,191,103	1,782,874	-	1,782,874	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	26,071	987,000	-	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	45,488	1,543,000	-	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	-	565,000	-	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	19,999	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	13,502	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	-	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	37,346	739,000	-	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	77,514	525,000	-	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	65,093	556,000	-	-	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	-	-	
New Culvert System, Michigan between 30th & 27th - State Grant	GSTA04	-	790,250	1,041,955	-	1,041,955	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	-	119,000	-	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	38,733	269,000	-	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	2,300,000	-	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	92,734	92,734	92,734	(0)	-	
TOTAL STORMWATER PROJECTS		**$ 20,899,784**	**$ 4,307,667**	**$ 20,354,729**	**$ 96,883**	**$ 3,626,757**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

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

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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of October 31, 2015
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2015	$	13,590,203.09
Revenues:		-
Actual sales tax receipts in 2015		2,523,661.53
Actual sales tax receipts-Prior Years		44,703,927.33
Interest Income-Current Year		30,900.10
Interest Income-Prior Years		1,241,971.05
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		-
Sale of Real Property-Prior Year		228,950.01
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		-
Zora/Main Exchange MoDot Grant-Prior Years		430,991.97
TIGER II Grant-Current Year		3,281,750.13
TIGER II Grant-Prior Year		2,875,044.97
Transportation Sales Tax Subsidy-Current Year		-
Transportation Sales Tax Subsidy-Prior Years		7,000,000.20
Local Government Participating-Current Year		392,520.96
Local Government Participating-Prior Years		2,140,573.60
Total projected funding sources	$	69,351,838.16
Expenditures:		
Actual project costs to date-Prior Years	$	48,258,804.69
Actual TIF payments to Developer to date-Prior Years		1,273,997.66
Actual project costs to date-Current Year		6,021,052.31
Actual TIF/Transfer payments to Developer to date-Current Year		238,097.08
Sub-total actual costs to date	$	55,791,951.74
Remaining estimated project costs		10,416,599.00
Total projected costs	$	66,208,550.74
Shortfall of estimated sales tax receipts		3,143,287.42
Future alternate source of funding		5,843,204.90
Funding over/(under)	$	8,986,492.32
Initial estimated cost of projects		60,312,875.00

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

Prepared by: Leslie Haase

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

						FUNDING SOURCES			
CAPITAL IMPROVEMENT PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
City Overlay Program	TC0502	$ 5,375,000	$ 4,712,418	$ 5,375,000	$ -	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	2,345,865	-	6,683,326	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	591,871	591,871	-	781,955	-	(190,084)	591,871
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	517,295	-	781,955	-	(264,660)	517,295
Maiden Lane - TIGER Grant Portion	TG0520	3,871,380	3,610,822	5,745,260	-	-	4,346,085	1,399,175	5,745,260
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	3,263,910	694,057	1,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	2,338,894	977,444	-	(628,838)	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	2,370,442	2,370,442	(812,294)	-	1,558,148	812,294	2,370,442
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	152,681	-	(0)	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,062,143	5,062,143	9,987,857	1,915,263	-	3,146,880	5,062,143
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	365,762	1,515,488	684,211	-	(318,448)	365,762
26th Street - TIGER Grant Portion	TG0521	2,069,375	2,887,535	2,887,535	(818,160)	-	2,069,375	818,160	2,887,535
Zora from Range Line to Main	TC0512	2,150,000	395,081	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	469,173	-	616,868	1,086,041
West Bypass Corridor Study	TC0514	161,250	202,115	202,115	(40,865)	-	161,250	40,865	202,115
St. Louis from Broadway to Zora	TC0515	1,827,500	335,003	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,602,075	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	781,955	1,000,000	(352,808)	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	136,842	-	771,002	907,844
20th Street Overpass - TIGER Grant	TG0522	3,261,716	3,551,762	7,376,000	-	-	3,770,200	3,605,800	7,376,000
20th Street Transit - TIGER Grant	TG0524	468,192	622,732	622,732	(154,540)	-	256,192	366,540	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$ 54,279,857**	**$ 64,696,455**	**$ 9,642,562**	**$ 15,497,269**	**$ 18,402,220**	**$ 30,796,965**	**$ 64,696,454**

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

Prepared by: Sherri McCulloch
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CAPITAL IMPROVEMENT SALES TAX FUND PHASE II
PROJECT ANALYSIS
AS OF October 31, 2015
Sunset Date 1/1/25, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2015	$	(913.00)
Revenues:		
Actual sales tax receipts in 2015		2,529,997.77
Remaining sales tax receipts in 2015		-
Projected sales tax receipts		43,546,531.23
Actual sales tax receipts-Prior Years		-
Interest Income-Current Year		-
Interest Income-Prior Years		-
Local Government Participating-Current Year		-
Local Government Participating-Prior Years		-
Total projected funding sources	$	46,076,529.00
Expenditures:		
Actual project costs to date-Prior Years	$	913.00
Actual TIF payments to Developer to date-Prior Years		-
Actual project costs to date-Current Year		86,094.65
Actual TIF/Transfer payments to Developer to date-Current Year		-
Sub-total actual costs to date	$	87,007.65
Remaining estimated project costs		51,565,993.00
Total projected costs	$	51,653,000.65
Shortfall of estimated sales tax receipts		(5,576,471.65)
Future alternate source of funding		5,576,776.00
Funding over/(under)	$	304.35
Initial estimated cost of projects		51,653,000.00

Prepared by: Leslie Haase

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CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
CAPITAL IMPROVEMENT II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 4th QUARTER FY 2015

						FUNDING SOURCES			
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT II PROJECTS:									
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 4,272	$ 5,939,000	$ -	$ -	$ -	$ 5,939,000	$ 5,939,000
32nd Street - Country Club to Central City Road	TC0602	6,220,000	27,940	6,220,000	-	-	-	6,220,000	6,220,000
Neighborhood Transportation Improvements	TC0603	1,500,000	25,594	1,500,000	-	-	-	1,500,000	1,500,000
Street Surface Repair	TC0604	2,500,000	12,505	2,500,000	-	-	-	2,500,000	2,500,000
Intersection Improvements	TC0605	2,500,000	201	2,500,000	-	-	-	2,500,000	2,500,000
Connecticut - 32nd to 44th	TC0606	8,085,000	101	8,085,000	-	-	-	8,085,000	8,085,000
44th Street - Rangeline to Connecticut	TC0607	6,135,000	4,313	6,135,000	-	-	-	6,135,000	6,135,000
Zora - Rangeline to MO 249	TC0608	3,308,000	1,785	3,308,000	-	-	-	3,308,000	3,308,000
Connecticut - Overpass at I-44	TC0609	5,374,000	-	5,374,000	-	-	-	5,374,000	5,374,000
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	-	2,687,000	-	-	-	2,687,000	2,687,000
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	-	720,000	-	-	-	720,000	720,000
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	-	5,112,000	-	-	-	5,112,000	5,112,000
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	3,649	973,000	-	-	-	973,000	973,000
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	6,646	600,000	-	-	-	600,000	600,000
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$ 87,007**	**$ 51,653,000**	**$ -**	**$ -**	**$ -**	**$ 51,653,000**	**$ 51,653,000**

Notes:
Project Completed in Current Quarter
Project Complete

Prepared by: Sherri McCulloch
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PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2015
Sales Tax Rate .50% (1/2)

Report 12

	PS SALES TAX FY 2015	PS SALES TAX FY 2014	PS SALES TAX FY 2013	PS SALES TAX FY 2012	PS SALES TAX FY 2011	PS SALES TAX FY 2010	PS SALES TAX FY 2009	PS SALES TAX FY 2008	PS SALES TAX FY 2007	PS SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 12,098,927	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ -	$ -
Revenues:										
Sales tax receipts	$ 6,738,056	$ 6,567,783	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 53,242,400
Land Donation	-	-	-	-	-	36,000	-	-	-	36,000
Total Revenue	$ 6,738,056	$ 6,567,783	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 53,278,400
Expenditures:										
Public Works:										
Electric Charges-Street Lights	$ 308,949	$ 336,952	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,576,623
Sub-Total Public Works	$ 308,949	$ 336,952	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,576,623
Police:										
Wages & Benefits	$ 1,711,647	$ 1,812,395	$ 2,377,418	$ 1,670,021	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 13,375,316
Wearing Apparel	15,195	14,325	17,404	15,767	14,201	18,075	30,240	24,607	12,992	162,806
Maintenance Supplies	-	-	-	900	833	979	745	1,185	973	5,615
Operational Supplies	13,731	12,493	15,739	21,317	19,529	27,283	36,281	33,897	15,463	195,732
Computer Peripherals	-	-	-	-	-	1,997	-	-	-	1,997
General Office Supplies	607	563	1,271	588	907	1,151	1,009	157	-	6,254
Small Office Equipment	-	-	-		-	-	-	490	-	490
Small Office Furnishings	450	-	480		-	-	-	1,845	-	2,775
Chemical & Laboratory Suppl	2,304	2,121	1,893	2,245	1,871	457	3,513	1,252	114	15,767
Telephone Charges	11,007	9,274	8,060	6,140	4,300	3,214	3,192	1,854	-	47,042
Cellular Telephone	189	-	-	-	-	-	-	-	-	189
Fuel, Oil & Diesel	18,416	30,159	40,768	51,756	58,639	46,095	28,261	39,634	-	313,728
Central Garage Repairs	12,970	15,863	35,559	44,647	40,489	33,738	16,688	19,287	-	219,240
Vehicle Lease	-	-	-		-	-	2,700	-	-	2,700
Vehicle Cleaning	-	-	-		-	-	-	226	-	226
Laundry Services	-	-	273	1,270	979	764	2,343	500	-	6,129
Maintenance Contracts & Agr	38,620	41,704	40,886	40,395	43,684	34,804	35,934	41,599	1,636	319,262
Travel Expenses	2,573	2,106	3,226	4,244	1,216	3,712	9,927	6,383	2,953	36,340
Conferences & Seminars	11,185	9,742	5,915	4,255	2,555	5,654	-	-	-	39,306
Dues & Memberships	35	80	-	-	-	-	-	-	-	115
Publications & Subscriptions	-	-	-		-	798	-	-	-	798
Printing Services	-	-	817	504	320	1,160	1,090	-	-	3,891
Liability Insurance	29,981	27,900	32,203	24,571	-	-	-	-	-	114,655

Prepared by: Leslie Haase

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PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2015
Sales Tax Rate .50% (1/2)

Report 12

Land Acquisition	-	-	-		-	-	198,456	-	-	198,456
Motor Vehicles	31,781	-	89,241		-	-	171,408	142,288	91,427	526,145
Building Improvements	-	5,153	-	-	-	-	-	-	-	5,153
Operating Equipment	26,331	14,988	12,462		-	-	17,764	31,401	-	102,946
Computer Equipment	2,415	3,608			-	19,673	167,488	200,574	246,318	640,076
Transfers Out	655,959	649,951	598,436	582,896	572,782	527,425	505,943	352,527	-	4,445,919
Sub-Total Police	$ 2,585,394	$ 2,652,426	$ 3,282,052	$ 2,471,515	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,480	$ 20,789,066
Fire:										
Wages & Benefits	$ 1,501,045	$ 1,383,475	$ 1,840,181	$ 1,256,016	$ 387,432	$ 320,276	$ 679,111	$ 205,174	$ 14,927	$ 7,587,637
Wearing Apparel	4,662	3,066	1,787	12,528	3,237	1,399	2,250	2,852	-	31,781
Operational Supplies	- 58	6,034	3,236	5,017	4,549	2,334	1,340	-	-	22,567
Safety Equipment	10,378	6,421	15,135	45,715	13,875	10,083	2,407	8,084	600	112,698
Electric Charges	39,069	32,558	17,884	10,316	-	-	-	-	-	99,827
Gas Charges	1,488	4,391	3,153	392	-	-	-	-	-	9,425
Telephone Charges	2,259	185	97	44	-	-	-	-	-	2,586
Water Charges	12,264	10,497	5,074	3,433	-	-	-	-	-	31,269
Sanitation Charges	1,757	231	283	66	-	-	-	-	-	2,337
Fuel, Oil & Diesel	460	-	-	-	-	-	-	-	-	460
Pest Control	405	270	-	70	-	-	-	-	-	745
Property Repairs	1,178	203	-	-	-	-	-	-	-	1,382
Central Garage Repairs	1,355	120	-	-	-	-	-	-	-	1,475
FEMA Cleanup Fees	-	4,828	1,081,134	-	-	-	-	-	-	1,085,962
Maintenance Contracts & Agr	9,771	10,170	8,844	8,454	7,830	6,418	7,129	10,232	416	69,263
Travel Expenses	101	786	-		-	56	257	-	-	1,200
Conferences & Seminars	-	800	-		-	95	-	-	-	895
Paramedic Training	300	1,634	2,077	1,737	9,927	-	-	-	-	15,675
Educational Materials	-	-	2,108		1,093	1,360	-	-	-	4,561
Liability Insurance	27,647	25,924	24,606	5,158	-	-	-	-	-	83,335
Building Acquisitions	-	-	3,401	1,417,438	676,141	51,332	1,231	-	-	2,149,544
Land Acquisition	-	-	-		-	36,000	-	-	-	36,000
Motor Vehicles	-	28,262	296,063	545,069	-	858,209	-	-	-	1,727,603
Emergency Operating Equip	-	8,556	2,086	114,738	92,826	-	-	-	-	218,206
Computer Equipment	-	-	5,294	7,796	-	649	-	16,360	64,700	94,799
Transfers Out	333,048	323,098	289,830	168,692	156,327	140,969	104,753	69,501		1,586,218
Sub-Total Fire	$ 1,947,246	$ 1,851,510	$ 3,602,273	$ 3,602,678	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 14,977,450
PS Training Center:										
Janitorial Supplies	$ 90	$ -	$ 1,541	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,631
Operational Supplies	585	402	781	-	-	-	-	-	-	1,768
General Office Supplies	341	297	357	-	-	-	-	-	-	996
Small Office Furnishings	-	152	-	-	-	-	-	-	-	152
Facility Lease & Rental	23,880	23,880	3,980							51,740

Prepared by: Leslie Haase

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PUBLIC SAFETY SALES TAX
ANALYSIS
As of October 31, 2015
Sales Tax Rate .50% (1/2)

Report 12

Telephone Charges	13,673	11,209	3,140							28,022
Wastewater Charges	3,043									3,043
Sanitation Charges	-	-	-	-	-	-	-	-	-	-
Property Repairs	853	-	-	-	-	-	-	-	-	853
Contractor Fees	-	2,079	-	-	-	-	-	-	-	2,079
Maintenance Contracts & Agr	5,500									5,500
Educational Materials	4,658	5,500	-	-	-	-	-	-	-	10,158
Copy Services	10,850									10,850
Fees & Permits	370	-	-	-	-	-	-	-	-	370
Liability Insurance	4,110									4,110
Building Acquisitions	3,126,335	180,511	-	-	-	-	-	-	-	3,306,846
Office Equipment	-	-	15,748	-	-	-	-	-	-	15,748
Office Furnishings	-	-	34,651	-	-	-	-	-	-	34,651
Computer Equipment	-	-	3,631	-	-	-	-	-	-	3,631
Sub-Total PS Training Center	$ 3,194,290	$ 224,029	$ 63,830	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,482,149
TIF Payments to Developer	$ 367,255	$ 356,607	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 2,019,264
Sub-Total TIF Payments Out	$ 367,255	$ 356,607	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 2,019,264
Total Expenditures	$ 8,403,134	$ 5,421,525	$ 7,563,120	$ 6,516,328	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 42,844,552
Net Change in Fund Balance	$ (1,665,079)	$ 1,146,258	$ (1,353,763)	$ (98,344)	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 10,433,848
Ending Fund Balance	$ 10,433,848	$ 12,098,927	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 10,433,848

Prepared by: Leslie Haase

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CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of October 31, 2015

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2015 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	2,122,312	15,129,247	17,251,558	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	424,462	2,133,022	2,557,485	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	1,321,006	3,782,028	5,103,034	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	264,201	1,758,528	2,022,729	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	264,201	1,758,528	2,022,729	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	88,067	402,459	490,526	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	308,949	1,267,673	1,576,622	2,400 Streetlights
				-			
Wireless Access for Public Safety			50,000	48,391	340,134	388,525	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid
Public Safety Training Center			-	67,955	43,518	111,473	
Sub-Total Operational Ongoing Costs			4,761,018	4,909,544	26,813,593	31,723,137	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	3,126,335	244,341	3,370,676	Design Stage
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Sub-Total One-Time Capital Costs			10,505,000	3,126,335	5,975,814	9,102,149	
TIF Expense Payments to Developer				367,255	1,652,009	2,019,264	
GRAND TOTAL ACTUAL EXPENDITURES				**8,403,134**	**34,441,417**	**42,844,551**	

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

Prepared by: Leslie Haase

4:52 PM11/16/2015

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES December 7, 2015

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Council Member McCreary.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Miranda Lewis; Dan McCreary, Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul. Motion by Mr. Scearce, Second by Mr. Glaze, to excuse Mr. Ryan Stanley, 8-0. Mr. Stanley will join us later.

PRESENTATIONS
Presentation by Connect2Culture/Memorial Hall site given by Clifford Wert
Mr. Clifford Wert made a presentation to the City Council on what could be an Arts venue to open up an Artist's dream for futures dreamers in the city and surrounding area as like. Art lovers packed the council chambers to hear Mr. Wert's words of what is becoming an entertainment district with art flowing. Mr. Wert noted that with this plan, there will be necessary further developments 1. The City garnering control of the southwest corner of the present parking lot now owned by the State of Missouri with the Missouri Career Center across the street. 2. Agreements for the parking lot area now owned by the City for development of Plan B. 3. Private capital funding for the construction project. 4. Creating the business plan for the long-term ownership, management, and sustainability of the project between Connect2Culture and the George A. Spiva Center for the Arts.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Hogelin announced that a request had come to her office this afternoon from Patrick O'Reilly to address Council concerning jail conditions. Motion by Mr. Scearce, Second by Mr. Glaze to allow Mr. O'Reilly an opportunity to speak. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. Mr. O'Reilly said the conditions in the jail were such he was not given a toothbrush or towel.

PUBLIC HEARINGS
Public Hearing Procedures – read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-277- 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-2 property as described below and located at 103-105 North Wall Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Bob Higginbotham, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Glaze introduced Council Bill No. 2015-277. Motion by Mr. Glaze, Second by Mr. Shaw, that Council Bill No. 2015-277 be Placed on First Reading and Advanced to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Scearce, Seibert and Shaw 7. Nays: 1, Rosenberg. Absent: 1, Stanley. The bill was read as **Council Bill No. 2015-277.**

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-278-an ordinance approving the voluntary annexation by the City of Joplin of property located at 8101 East 32nd Street in Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

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

The public hearing was closed.

Mr. Scearce introduced Council Bill No. 2015-278. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2015-278 be Placed on First Reading and Advanced to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw 8. Nays: 0. Absent: 1, Stanley. The bill was read as **Council Bill No. 2015-278.**

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

Minutes of the November 16, 2015 Council Meeting

RESOLUTIONS
Mr. Scearce introduced Resolution No. 2015-024 - A RESOLUTION authorizing the filing of a Seventh Amendment to the Initial 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 1); and authorizing the City Manager to execute

said Amendment for and on behalf of the City of Joplin. Motion by Mr. Scearce Second by Ms. Colbert-Kean to Approve Resolution No. 2015-024. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw. 8. Nays: 0. Absent: 1, Stanley. The Resolution was read as being **Resolution No. 2015-024**

ORDINANCES - EMERGENCIES

Mr. Glaze introduced COUNCIL BILL NO. 2015-165 - an ordinance approving a work authorization for JET Associates not to exceed One Million Three Hundred Sixty Seven Thousand One Hundred Thirteen Dollars ($1,367,113.00) for engineering services for 12 projects in the recovery area and containing an emergency clause. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2015-165 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-202**

Mr. Shaw introduced COUNCIL BILL NO. 2015-166 - an ordinance approving an amendment to an existing work authorization for JET Associates adding not to exceed Sixty Five Thousand and no/Dollars ($65,000.00) for engineering services for sidewalk, curb & gutter and storm water projects and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Glaze that Council Bill No. 2015-166 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-203**

Mr. Shaw introduced COUNCIL BILL NO. 2015-375 - an ordinance approving the City to enter into an amended agreement with Allgeier Martin & Associates, Inc. in the amount not to exceed Twenty Three Thousand and No/100 Dollars ($23,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements and authorizing the City Public Works Director to execute said Agreement; and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Colbert-Kean that Council Bill No. 2015-375 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Cou ncil Bill was declared Adopted and entitled **Ordinance No. 2015-204**

Mr. Scearce introduced COUNCIL BILL NO. 2015-376 - an ordinance approving by and between the City of Joplin and the Joplin Engineering Team a Construction Management Work Authorization. The not to exceed amount of Seventy-Nine Thousand and Eight Hundred and Fifty-Three Dollars ($79,853.00) for construction management services for the Public Park Project (Mercy) and authorizing the Director of Planning, Development, Neighborhood Services to execute said Agreement; and containing an emergency clause. Motion by Mr. Scearce, Second by Mrs. Lewis that Council Bill No. 2015-376 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert and Shaw, 8. Nays: 0. Absent: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-205**

Mr. Stanley entered the Council Chambers at 7:10 pm.

Mr. Stanley introduced COUNCIL BILL NO. 2015-407 - approving the City of Joplin to execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide implementation and administrative activities, not to exceed One Million, Six Hundred Fifty Thousand Dollars ($1,650,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said

Agreement; and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-407 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-206**

Mr. Scearce introduced COUNCIL BILL NO. 2015-408 - an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Joplin Area Chamber of Commerce Foundation in the amount of Three Million Nine Hundred Thousand dollars ($3,900,000.00) to provide funding for the purchase and renovation of an existing facility into a technical training, innovation and economic development support center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Stanley that Council Bill No. 2015-408 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-207**

Mr. Glaze introduced COUNCIL BILL NO. 2015-409 -an ordinance authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Industrial Development Authority of the City of Joplin in the amount of One Million Seven Hundred Forty One Thousand dollars ($1,741,000.00) to provide funding for the extension of 23rd street and the construction of a gravity sewer that serves the street to provide improved access to local businesses located within the Crossroads Industrial Park, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Scearce that Council Bill No. 2015-409 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-208**

Mr. Scearce introduced COUNCIL BILL NO. 2015-541 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and S & C Development, LLC, a Missouri limited liability company, for the sale of approximately 3,350 square feet of land at 7th and Wall Streets; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Glaze that Council Bill No. 2015-541 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert, Shaw and Stanley 7. Nays: 2, McCreary, Rosenberg. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-209**

Mr. Stanley introduced COUNCIL BILL NO. 2015-542 - an ordinance amending the Policemen's and Firemen's Pension Plan of the City of Joplin, Missouri as adopted January 5, 2009, effective January 31, 2009, and amended September 24, 2012, May 1, 2013 and January 21, 2014, providing for certain changes to bring the Plan into conformity with current provisions of applicable law, and containing an emergency clause. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-542 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-210**

Mr. Glaze introduced COUNCIL BILL NO. 2015-629 - an ordinance authorizing the City of Joplin to purchase one (1) Aerial Ladder Platform Fire Apparatus from Pierce Manufacturing for the amount of One Million Fifty One Thousand, Two Hundred Sixteen Dollars and No Cents ($1,051,216.00);

authorizing the City Manager to execute a Purchase Order by an on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015; and containing an emergency clause. Motion by Mr. Glaze, Second by Mrs. Lewis that Council Bill No. 2015-629 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-211**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced COUNCIL BILL NO. 2015-531- an ordinance repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-531 be passed on Second Reading Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-212**

Mr. Shaw introduced COUNCIL BILL NO. 2015-540- an ordinance repealing Article IV, Permits and Fees, and Section 26-593, Fee, of Article IX, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Article IV, Permits and Fees, and Section 26-593, Fee, of Article IV, Demolition of Structures, of Division 2, Licenses, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Shaw, Second by Mr. Stanley that Council Bill No. 2015-540 be passed on Second Reading Advanced to Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2015-213**

UNFINISHED BUSINESS

NEW BUSINESS:

COUNCIL BILL NO. 2015-279-AN ORDINANCE requesting the review of the Final Plat of WATER'S EDGE UNIT NO. 4, located at the northeast corner of Florida Avenue and Water's Edge Boulevard in the City of Joplin, Jasper County, Missouri. (Requested by Molandco Inc. Planning and Zoning recommended approval) Motion by Mr. Glaze, Second by Mr. Scearce to Table Council Bill No. 2015-279. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, McCreary, Rosenberg, Scearce, Seibert, Shaw and Stanley 9. Nays: 0.

Appointments to Boards and Commissions:

Council approved the following appointments to Boards and Commissions:

Board of Adjustments: Matthew Smith: City Tree Board: Bob Willcoxon; Joplin Sports Authority: Phil McClendon moved from the Alternate position to replace Hunter Perry; Council JSA Alternate position: Shawn Klosterman; Solid Waste: Ryan Bennett.
Reappointment: Dean Dankelson to the Joplin Sports Authority.

Holiday Events are beginning to happen around the area. The Christmas Train arrives in Joplin Wednesday at 4-8:30 down on 4th street tracks.

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. Shaw, Second by McCreary to go into closed session. Voting in favor were Council Members: Glaze, Lewis, McCreary, Seibert and Shaw 5. Nays: 4, Colbert-Kean, Rosenberg, Scearce and Stanley.

There being no further business the meeting adjourned at 8:15p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-278
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: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 042-15: 8101 East 32nd Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 33.5 acres of land at 8101 East 32nd Street. This is part of the Crossroads Industrial Park and is currently being used by Heartland Pet Foods (Blue Buffalo).

Staff recommends approval of Case 042-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rob O'Brian appeared representing the Joplin Industrial Development Authority (JIDA), owner of Crossroads Business Park located between Interstate 44 and 32nd Street along Prigmore Avenue or County Road 190. Heartland Pet Foods occupy 30 acres at the northeast corner of Prigmore and 32nd Street. That parcel is already sold with construction underway prior to the JIDA appearing before this commission several months ago to annex the east side of the Crossroads Park into the City of Joplin. Heartland Pet Foods understood they would come into the City of Joplin when the east side was annexed.

Mr. Ramsour asked what infrastructure expenditures the City of Joplin would incur if the property is annexed. Mr. O'Brian replied the expenditures are already made with the extension of the sewer line which basically comes into the property on the west side.

PUBLIC COMMENT: None.

P & Z Case 042-15
Heartland Pet Foods
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-278 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 8101 East 32nd Street in Jasper County, Missouri.

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

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

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

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

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

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

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

A TRACT OF LAND IN THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH ½ (S ½) OF THE SOUTHWEST QUARTER (SW ¼); THENCE SOUTH 01°38'53" WEST ALONG THE WEST LINE OF SECTION 14, A DISTANCE OF 380.00 FEET; THENCE SOUTH 88°50'15" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST QUARTER, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°50'15" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH ½ OF THE SOUTHWEST QUARTER A DISTANCE

OF 1675.00 FEET; THENCE SOUTH 01°38'53" WEST AND PARALLEL WITH THE WEST LINE OF SECTION 14, A DISTANCE OF 884.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY FF (32ND STREET); THENCE NORTH 88°49'57" WEST ALONG SAID RIGHT-OF-WAY, 1499.65 FEET; THENCE NORTH 53°53'48" WEST ALONG SAID RIGHT-OF-WAY, 212.65 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMORE AVENUE); THENCE NORTH 01°38'53" EAST ALONG SAID RIGHT-OF-WAY, 762.68 FEET TO THE POINT OF BEGINNING,

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 February, 2016.

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: November 9, 2015
City Council Meeting: December 7, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 042-15 A request to voluntarily annex approximately 3.89 acres at 8125 E 26th Street.

LOCATION 8101 E 32nd St

APPLICANT Heartland Pet Foods

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	NEI Industrial Services	Approximately 33.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 33.5 acres of land at 8101 East 32nd Street. This is part of the Crossroads Industrial Park and is currently being used by Heartland Pet Foods (Blue Buffalo).

Staff recommends approval of Case 042-15.

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.

P.J. McGlue
Signed

Peter J. McLaughlin, VP of Operations, Blue Buffalo
Printed

STATE OF ~~MISSOURI~~ Connecticut)
) ss:
COUNTY OF ~~JASPER~~ Fairfield)

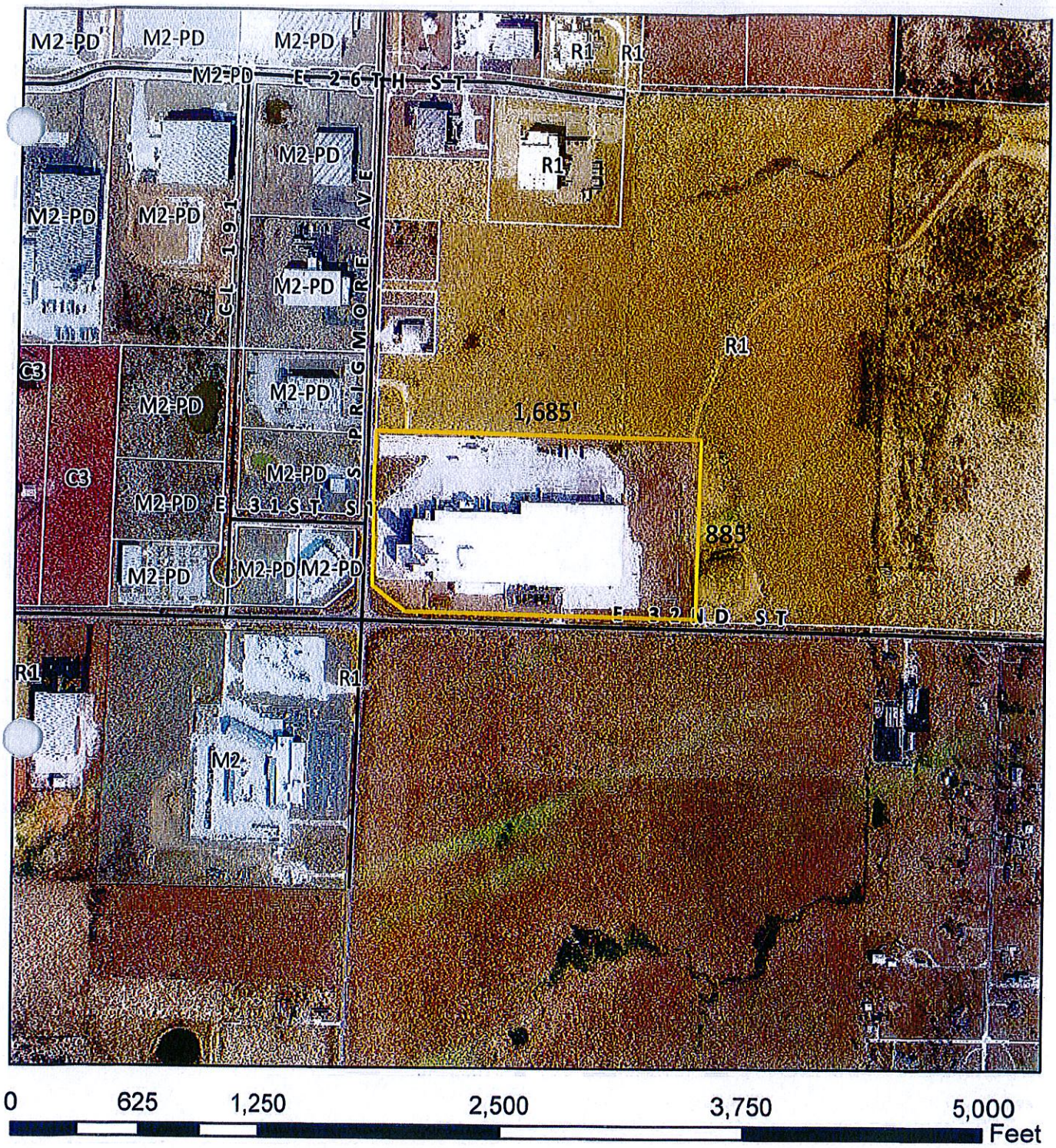
On this 4th day of August, 2015 before me appeared Peter McLaughlin, to me known to be the Vice President of Operations and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said - he 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: September 30, 2016

Kimberly L Hill
Notary Public

KIMBERLY L HILL
Notary Public
Connecticut
My Commission Expires Sep 30, 2016



Case 042-15: 8101 E 32nd St – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.



Case 042-15: 8101 East 32nd Street – A request for the voluntary annexation into the corporate limits of the City of Joplin – Heartland Pet Foods.

Mr. Eastman opened the public hearing for Case 042-15.

Mr. Rob O'Brian appeared representing the Joplin Industrial Development Authority (JIDA), owner of Crossroads Business Park located between Interstate 44 and 32nd Street along Prigmore Avenue or County Road 190. Heartland Pet Foods occupy 30 acres at the northeast corner of Prigmore and 32nd Street. That parcel is already sold with construction underway prior to the JIDA appearing before this commission several months ago to annex the east side of the Crossroads Park into the City of Joplin. Heartland Pet Foods understood they would come into the City of Joplin when the east side was annexed.

Mr. Ramsour asked what infrastructure expenditures the City of Joplin would incur if the property is annexed. Mr. O'Brian replied the expenditures are already made with the extension of the sewer line which basically comes into the property on the west side.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 042-15.

MR. DERMOTT MOVED, SECONDED BY MR. BROWN, THAT CASE 042-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 21, 2015
Council Bill No. 2015-167

Item: Engineering Service Contract with Allgeier Martin & Associates for approval of an Engineering Design Contract for Public Infrastructure Improvement in the NID IV area.

Originating Department: Public Works – Community Development

Attachments: 1) Location Map
2) Agreement
3) Council Bill No. 2015-167

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

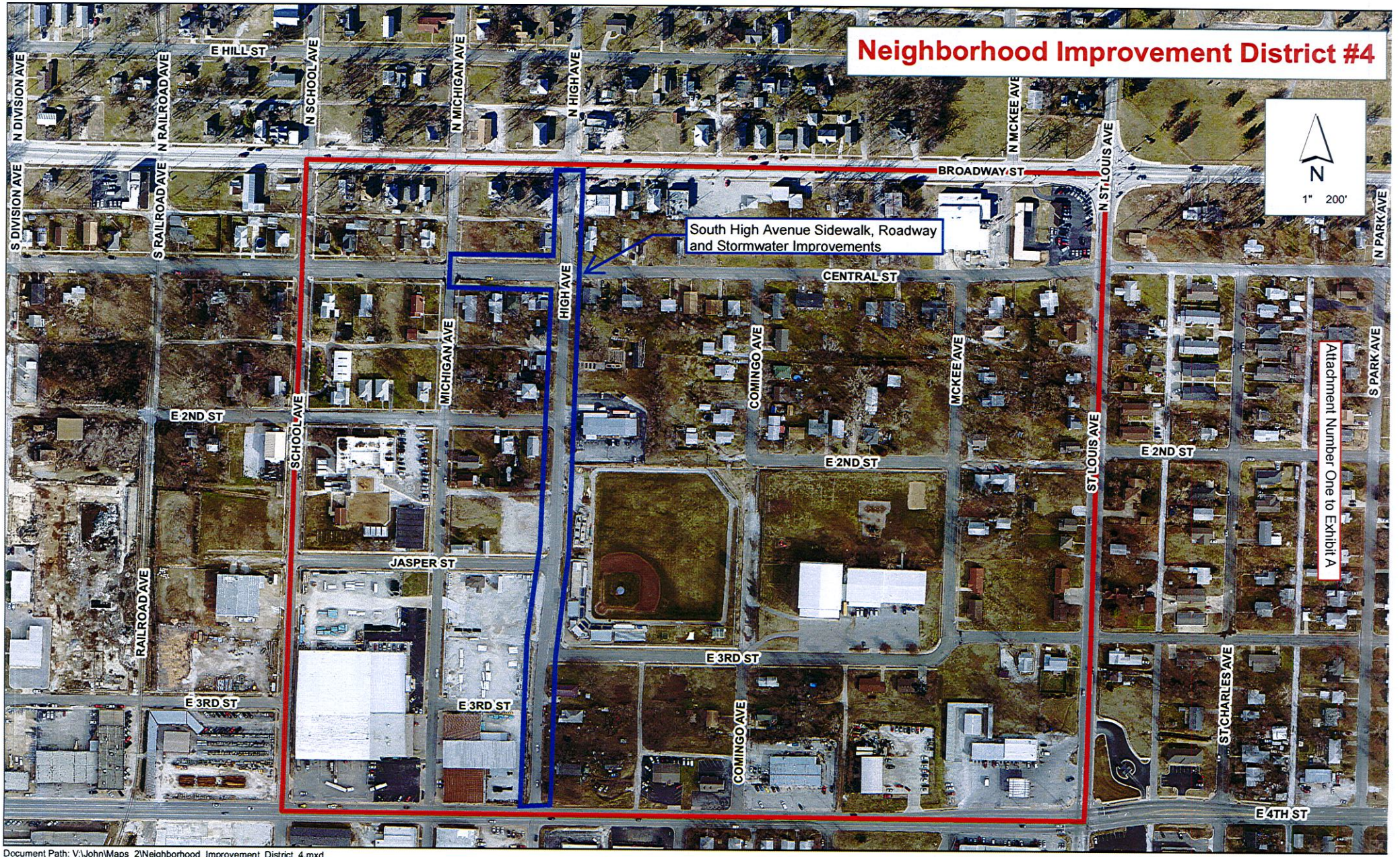
Recommended Action: Approval of an Engineering Service Contract for Public Infrastructure Improvement in the NID IV area.

Background: The City has received authorization for the release of funds for the 2015 Community Development Block Grant Funding for low and moderate income neighborhoods. This program includes improvements to sidewalks, streets, curb & gutter, storm water and sanitary sewer system in designated neighborhoods. Neighborhood Improvement District # 4 boundaries are School Avenue on the west and St Louis Avenue on the east, Langston Hughes Broadway on the North and 4th Street on the south. Funding was approved for Neighborhood Infrastructure projects in the 2014 Action Plans. Last year the City Council hired Allgeir Martin from the 2014 allocation. Those services included sanitary sewer design & construction management. Also included Environmental services & preliminary design for the NID #4 projects. The City selected the firm to serve as an extension of its staff by being assigned specific projects to prepare complete design, construction and bid documents to complete the assigned projects. The sanitary sewer portion of the project was completed in spring of 2015.

Discussion Under the 2014 agreement in preparation for the release of 2015 funds the consultant prepared the environmental & the preliminary plans. This agreement continues their work for the

final design, advertising & procurement & construction management of NID #4 street Improvements
(High Avenue from 4th to Broadway). We anticipate future projects in the area as additional CDBG funds are available.

Recommendation: Staff recommends approval of the Engineering Services Contract with Allgeier, Martin & Associates for the 2015 Public Infrastructure Improvements in NID IV area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



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Date: 10/17/20

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. Michael Atkinson, P.E. MICHAEL.ATKINSON@AMCE.COM	
Department: Planning and Community Development		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, x. 506	Fax: 417-625-4738	South High Avenue Improvements, CDBG NID4	

WORK AUTHORIZATION NUMBER AMA – NID4 - 2
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-NID4 - 2 exceed the sum of One Hundred Two Thousand, and no/100 Dollars ($102,000.00).

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: Michael Atkinson

Printed Name: Michael Atkinson

Title: Vice President

Date: December 10, 2015

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-NID4-2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG NID4 Funding for Street Improvements)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services, in addition to those defined under the **"Engineering Services Agreement", Part 1 – Basic Services** attached hereto:

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the sidewalks, street, and storm sewer projects with the OWNER and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Design of South High Avenue to construct approximately 2100 linear feet of curb and gutter, 950 square yards of sidewalks, 700 linear feet of storm sewers, and 600 tons of asphalt. Including all work associated with street improvements within the project area boundary including the preparation of plans and specifications necessary to bid said work.

1.1.3.3 Bidding and Construction Phase Engineering of South High Avenue within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for improving South High Avenue. Services will be provided part time with an estimated construction duration of 3 months.

1.1.3.5 Environmental Clearance of the project.

1.2 Environmental Clearance

1.2.1 The project will be undertaken with the assumption that a categorical exclusion can be obtained for the project and a full, in-depth NEPA environmental report and associated review will not be required.

1.2.2 Contact necessary governmental agencies and provide them with required exhibits, data and documentation for the OWNER of obtain a categorical exclusion for the project. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, to be no later than December 21, 2015, 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, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than April 1, 2016.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency reviews and required public notice periods that are part of the services outlined in paragraph 1.5 and the required approval by the OWNER of various documents. Construction contract award cannot be made until the services of paragraph 1.5 are complete. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 1.5 and various other document approval required by the OWNER are out of the control of the ENGINEER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $102,000, as set forth in Work Authorization Number AMA-NID4-2 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
Design, and Bidding Services (Paragraphs A1.01 - A1.07)	$70,000
Construction Phase and Part Time Resident Project Representation Services (Paragraphs A1.08 – A1.09)	$32,000
Total Estimated Maximum Fee	$102,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1	Project Location Boundary
Attachment Number 2	Rate Schedule
Attachment Number 3	Project Task Schedule
Attachment Number 4	Certificate of Liability Insurance

Project Name/Description South High Avenue Improvements CDBG NID4
Consultant Allgeier, Martin and Associates, Inc.

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~~ Conceptual 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~~ Conceptual 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.

All improvements are anticipated to occur on existing R/W, therefore additional R/W will not be required.
If temporary construction easements are required, Engineer agrees to furnish legal descriptions and assist Owner with securing such Easements.

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.

Part-Time

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

It is understood that materials testing shall be performed by an Independent Testing laboratory furnished by the Contractor as specified in the Construction Contract

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.

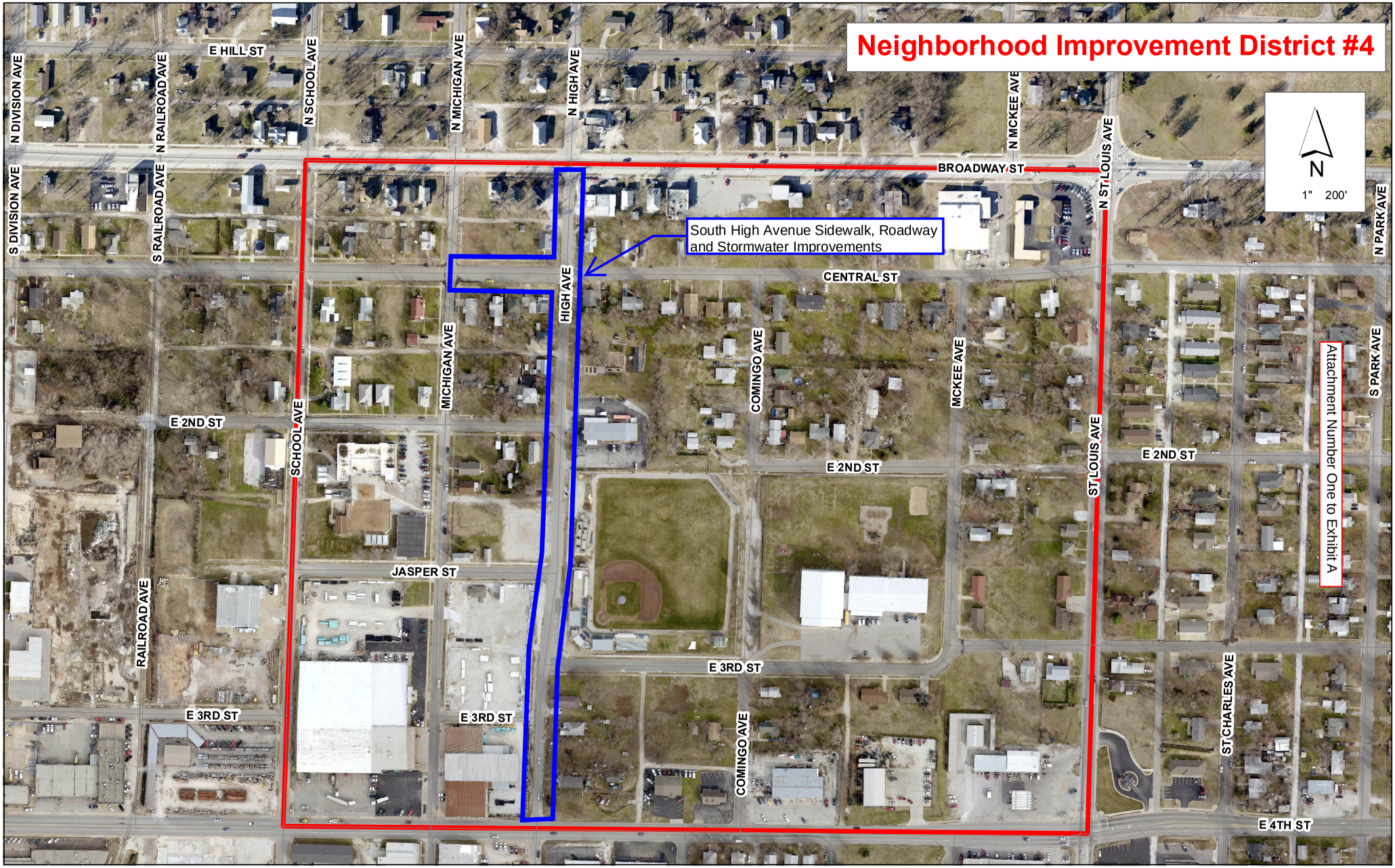
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects 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.

ATTACHMENT NUMBER ONE

PLACEHOLDER
Project Boundary Map



Document Path: V:\John\Maps_2\Neighborhood_Improvement_District_4.mxd

Date: 10/17/2014

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2014-2015-2016

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

LABOR RATES

Classification	Hourly Billing Rate 01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Principal/Engineer II	$140	$145	$150
Principal/Engineer I	$125	$130	$135
Designer III/GIS Specialist	$116	$120	$124
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$88	$92
Designer/Technician I	$78	$82	$86
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$185	$190
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$82	$86
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$88	$92
Construction Inspector I	$78	$81	$84
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

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

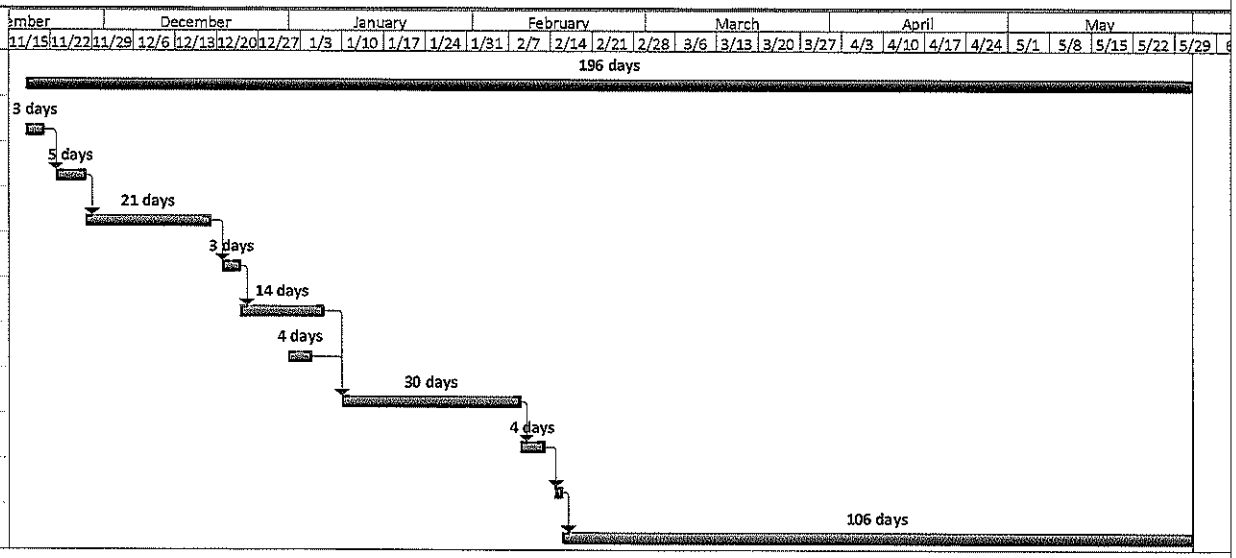
NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

Attachment Number Three

Street Improvements
For
South High Avenue, NID No. 4

ID	Task Name	Duration	Start	Finish
1	**South High Avenue, NID No. 4**	196 days	Wed 11/18/15	Tue 5/31/16
2	*Notice To Proceed*	3 days	Wed 11/18/15	Fri 11/20/15
3	*Data Collection*	5 days	Mon 11/23/15	Fri 11/27/15
4	*Design*	21 days	Sat 11/28/15	Fri 12/18/15
5	*Presentation of Preliminary Design*	3 days	Mon 12/21/15	Wed 12/23/15
6	*Final Plan Production*	14 days	Thu 12/24/15	Wed 1/6/16
7	*Contract Documents and Specifications*	4 days	Fri 1/1/16	Mon 1/4/16
8	*Solicitation of Bids*	30 days	Sun 1/10/16	Mon 2/8/16
9	*Bid Recommendation*	4 days	Tue 2/9/16	Fri 2/12/16
10	*Award of Construction Contract*	1 day	Mon 2/15/16	Mon 2/15/16
11	*Construction*	106 days	Tue 2/16/16	Tue 5/31/16



ATTACHMENT NUMBER FOUR

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/06/2015

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		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transportation Insurance Co		20494
INSURED Allgeier, Martin & Associates P O Box 2627 Joplin, MO 64803-2627	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X		1063177197	12/08/2014	12/08/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS	X		1063177202	12/08/2014	12/08/2015	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB / CLAIMS-MADE	X		1062449393	12/08/2014	12/08/2015	AGGREGATE	$	5,000,000
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		1063177216	12/08/2014	12/08/2015	E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liab			AEH008212765	10/07/2015	10/07/2016	Per Claim		2,000,000
							Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Work Authorization Number AMA-NID4-2 South High Avenue Improvements
G140331D 0113: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001:CNA79110XX 0914: 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. 2015-167 ORDINANCE NO

AN ORDINANCE approving an Engineering Service Contract for Allgeier Martin & Associates not to exceed One Hundred and Two Thousand and no/100 Dollars ($102,000.00) for engineering services for the 2015 Public Infrastructure Improvements in the NID IV area and containing an emergency clause.

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

Section 1. Approval of an Engineering Design Contract for Allgeier Martin & Associates not to exceed One Hundred and Two Thousand and no/100 Dollars ($102,000.00) for engineering services for the 2015 Public Infrastructure Improvements in the NID IV area 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: December 21, 2015

Item: Approval of Construction Agreement with R.E. Smith Construction
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Council Bill. 2015-377
2) Bid Tabulation
3) Construction Agreement

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

Recommended Action: Approval of Library Building and Site Construction Agreement with R.E. Smith Construction

DISCUSSION: Staff are seeking approval for City of Joplin to enter into an Agreement with R.E. Smith Construction as the lowest of eight received bids in the amount not to exceed Fourteen Million Dollars ($14,000,000) to provide construction services for the Economic Development Administration (EDA) grant funded Joplin Public Library building and site infrastructure, to be located at 20th and Connecticut Streets, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. The bid is within the project estimates prepared by the city's project management firm, CBC Real Estate Group, and the city staff.

RECOMMENDATION:

The staff recommends approval on an emergency basis per 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 in order to maintain project schedule to meet the EDA required completion date of May 22, 2017.

COUNCIL BILL NO. 2015-377 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with R.E. Smith Construction for Library building and site construction services for the Economic Development Administration funded library and associated infrastructure at 20th & Connecticut, authorizing the City Manager to execute said Agreement for the City; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and R.E. Smith Construction dealing generally with building construction and site development of the Economic Development Administration funded library facility at 20th & Connecticut in the amount not to exceed Fourteen Million Dollars ($14,000,000), 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, on condition of EDA approval,

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library and associated infrastructure under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the construction can begin in accordance with the EDA required completion date of May 22, 2017.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

BID TABULATION FORM
Joplin Public Library EDA Project #05-79-05345
Joplin, MO

SAPP DESIGN ASSOCIATES ARCHITECTS

Date Received: November 23, 2015 @ 4:00pm

Bidders	RE Smith Construction	Branco Enterprises	Crossland Construction	DeWitt & Associates	MW Builders	Ross Group	Whiting-Turner Contracting Co	Zieson Construction	Wright Construction
Add's #1-3 rec'd	x	x	x						
5% Bid Sec. Rec'd	x	x	x						
Anti-Collusion Statement	x	x	x						
Bidders Not Excluded Form	x	x	x						
Subcontractor List	x	x	x						
Contractors Statement of Qualifications	x	x	x						
BASE BID	**$14,000,000.00**	**$14,771,000.00**	**$14,937,000.00**	**$15,440,000.00**	**$15,957,000.00**	**$16,179,000.00**	**$16,228,072.00**	**$16,880,000.00**	**no bid**
Calendar Days to Completion	420 days	440 days	365 days						
	% SPREAD from RE Smith Low Bid	-5.2%	-6.3%	-9.3%	-12.3%	-13.5%	-13.7%	15.9%	

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: RE Smith Construction Company, Inc. Address: 1036 W. 2nd Street JOPLIN, MO 64801	
Attention: Samuel L. Anselm		Attention: Richard D. Smith, President	
Department: City Manager		Phone: 417-623-4545	Fax:
Phone: 417-624-0820, ext 205	Fax:	EDA PROJECT #05-79-05345	

AGREEMENT

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

NEW LIBRARY FACILITY FOR THE CITY OF JOPLIN, MO

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **420** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice 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 Street, Joplin, MO 64801

Such policies 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. 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. Contractor 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 Contractor, its employees, officers or agents. Contractor 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. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, 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.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Fourteen Million Dollars ($14,000,000.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds Twenty Five Thousand Dollars ($25,000.00) must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0, General Requirements and Provisions, Section 000700, Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

8. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

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

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

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

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

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the Contractor's Bid Proposal, which is incorporated fully herein, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. The total costs for Contractor's services under this Agreement **shall not exceed FOURTEEN MILLION DOLLARS ($14,000,000.00)**.

15. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (11-11-2014 Revised Edition)
e. City of Joplin General Conditions
f. EDA Contracting Provisions for Construction Projects
f. RFP #2015-017 and Contractor's Bid Response/Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Davis Bacon and Missouri Prevailing Wage Rates
n. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum not to exceed **FOURTEEEN MILLION DOLLARS ($14,000,000.00)**, said amount being subject to any approved addenda or change order.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

17. 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.

18. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368),

Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

19. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

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

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

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

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

23. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor 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 351.570 R.S.Mo.

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.

24. 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 Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full 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.

25. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with Federal Funds from the United States Department of Commerce, Economic Development Adminstration (EDA) and therefore is subject to the Federal Laws and Regulations associated with that Program and restrictions normally associated with federally-funded programs

and any other requirements that the state may prescribe.

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

27. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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

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

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

28. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

30. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary

statement of ability to comply with the requirements of these regulations.

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

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

32. Affirmative Action for Handicapped Workers

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 qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

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

35. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

36. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not

acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

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

40. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a) If the Contractor 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.

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

42. City Benefits. The Contractor 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.

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

44. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

47. 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.

48. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CONTRACTOR:

By: _____

Printed Name: Richard D. Smith

Title: President

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 therefor.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

Nicholas A. Heatherly, Public Works Director

_____

Peter Edwards, City Attorney

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Joplin, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over $5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over $5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. Affidavit for Contracts over $5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Affidavit for any Public Works Project Contract – Effective 8-28-2009, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Joplin encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Human Resources Department at 417- 624-0820 ext 423.

*1 Affidavit of Compliance with Section 285.500, RSMo., et seq.

For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Before me, the undersigned Notary Public, in and for the County of Jasper, State of Missouri, personally appeared Richard D. Smith *(Name)* who is President *(Title)* of R. E. Smith Construction Company *(Name of company)*, a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: Richard D. Smith

Subscribed and sworn to before me this 12th day of December, 2015.

Notary Public

My commission expires: October 8, 2017

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 2017
Commission Number: 13880529

E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 254739

Approved by:

Employer R.E.Smith Construction Co.

Richard Smith	
Name (Please Type or Print)	Title
Electronically Signed	09/21/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/21/2009
Signature	Date

*1 Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For Any Public Works Project Contract
Effective August 28, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Before me, the undersigned Notary Public, in and for the County of Jasper, State of Missouri, personally appeared Richard D. Smith *(Name)* who is President *(Title)* of R. E. Smith Construction Company *(Name of company),*(a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature

Name: Richard D. Smith

Subscribed and sworn to before me this 12th day of December, 2015.

Notary Public

My commission expires: October 8, 2017

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 2017
Commission Number: 13880529

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 21, 2015

Item: Council Bill 2015-378
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Amendment to Agreement Form
2) Original 2012 New Construction Agreement
3) Council Bill No 2015-378

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 Harry S. Truman Community Development Corporation (HSTCDC) to act as owner and developer of a property for new construction of one single family home within the region. This program originally provided $170,000 in HOME funds for the construction of two homes to be sold to low-to-moderate income families.

However, the City of Joplin wishes to amend the approved project budget to a total of $219,499.70. The project will be funded through a combination of $170,000 of 2009 HOME funds that were already committed to HSTCDC for New Construction projects, and the reallocation of $49,499.70 of 2010 and 2012 HOME funds from completed HSTCDC CHDO Projects.

The 2010 and 2012 HOME projects referenced above were projects located at 417 N Washington and 138 E Lewis that have been completed. The projects were acquisition – rehabilitation's that were completed and the homes are now occupied. As such, the funds are available to be reallocated to other eligible projects.

RECOMMENDATION:

Staff recommends approval of the agreement with HSTCDC to continue the new construction portion of the HOME Program on an Emergency basis as it is within the meaning of Section 2.12(1) of the Home Rule Charter of Joplin, MO. These activities have received prior approval from the Council as part of the 2011 Action plan.

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made the _____ day of December 2015, between CITY OF JOPLIN and HARRY S TRUMAN COORDINATING COUNCIL.

WHEREAS, City and Harry S Truman Coordinating Council ("HSTCC") entered into an Agreement Contract dated April 6, 2012, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, City and HSTCC desire to amend the Agreement to increase the agreed budget of the original agreement through the use of 2012 CHDO Reserved 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 – for the construction of two homes located at 2126 and 2324 Pennsylvania – to a total of Two Hundred Nineteen Thousand Four Hundred Ninety-Nine and 70/100 ($219,499.70) Dollars. These funds will be split evenly between the constructions of each of the two properties ($109,749.85).

2. The project budget will be financed through Forty-Nine Thousand Four Hundred Ninety-Nine and 70/100 ($49,499.70) Dollars of FY2010 and FY2012 HSTCC CHDO HOME funds for two completed projects and One Hundred Seventy Thousand and 00/100 ($170,000.00) Dollars of the originally allocated FY2009 CHDO New Construction set-aside.

3. The City and HSTCC hereby amend their April 6, 2012 Agreement in each and all of the following respects:

   a. By amending Article II, Home #1 Project Time Schedule, to reflect the following:

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Winter 2011
Quarterly progress report	January 1st, 2011
Procurement of construction contractor and notice to proceed	Winter 2015
Quarterly progress report	April 1st, 2016
Construction completion	Spring/Summer 2016
Quarterly progress report	July 1st, 2016

   b. By amending Article II, Home #2 Project Time Schedule to reflect the following:

Home #2 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Spring 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Winter 2015
Quarterly progress report	April 1st, 2016
Construction completion	Spring/Summer 2016
Quarterly progress report	July 1st, 2016

c. By amending Section IV Item B, to replace the following phrase:

"EIGHTEEN THOUSAND DOLLARS **($18,000.00)** of HOME Funds"

With the phrase:

"TWENTY-ONE THOUSAND NINE HUNDRED FORTY-NINE AND 96/100 ($21,949.96) DOLLARS of HOME Funds"

d. 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 April 6, 2012 Agreement and its original terms and provisions.

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

City of Joplin, Missouri

_____ _____

Troy Bolander, Director of Planning, Dev., and N.S. Date

Harry S. Truman Coordinating Council

_____ _____

By: Jill Cornett, Executive Director Date

COUNCIL BILL NO. 2015-378 ORDINANCE NO.

AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for the new construction of housing in the amount of Two Hundred Nineteen Thousand Four Hundred Ninety-Nine and 70/100 ($219,499.70) Dollars; authorizing the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City and Harry S. Truman Community Development Corporation entered into an Agreement Contract dated April 6, 2012, a copy of which is attached hereto;

WHEREAS, the City of Joplin and Harry S. Truman Community Development Corporation, desire to amend this Agreement whereby HSTCDC will develop two homes for low/moderate income families through the Home Partnership Investment Program (HOME) utilizing a combination of 2009, 2010, and 2012 HOME funds.

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 Harry S. Truman Community Development Corporation, 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 Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Amendment, or Amendment in substantially similar in form, for and on behalf of the City of Joplin.

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 _____ day of _____, 2015, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

COPY

RESOLUTION NO. 2011-202

A RESOLUTION authorizing the filing of a One Year Action Program with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2011; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

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 One Year Action Plan for fiscal year 2011 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the amount of $675,000.00 and the Joplin Consortium HOME Investment Partnership Program grant in the amount of $550,000.00 with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Forms 424 to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of April, 2011.

Michael R. Woolston, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

JOPLIN CONSORTIUM

2009 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
HARRY S. TRUMAN COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT MADE this 3rd day of April, 2012, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Harry S. Truman Community Development Corporation, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 800 Pennell, Carl Junction, Missouri 64834.

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 AWARDEE 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	Winter 2011
Quarterly progress report	January 1st, 2011
Procurement of construction contractor and notice to proceed	Winter 2011-2012
Quarterly progress report	April 1st, 2012
Construction completion	Spring 2012
Quarterly progress report	July 1st, 2012

Home #2 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Spring 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Summer 2012
Quarterly progress report	October 1st, 2012
Construction completion	Fall 2012
Quarterly progress report	January 1st, 2013

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 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 – 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 **two (2) PROJECTS** as discussed in ATTACHMENT B: PROPOSAL FOR: 2009 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 and specialty labor 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

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 AWARDEE, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, EIGHTEEN THOUSAND DOLLARS **($18,000.00)** 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%
Construction closing / start of construction or rehab	40%
50% construction completion	60%
Construction completion (certificate of occupancy)	75%
Sustaining occupancy (or sale) & completion report	100%

Since multiple projects (buildings) are involved, the developer fee will be pro-rated to each project and determined during the budgeting phase of each project. The applicable percentage will be applied to each.

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 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. 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: 2010 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 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 of the DEVELOPER, state that all qualified applicants will receive consideration for

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

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 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 --- 800 Pennell, Carl Junction, Missouri 64834

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

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

Harry S. Truman Community Development Corporation: a Missouri Nonprofit Organization

By: _____ Date: 4/3/12

Harry Rogers
Executive Director

Attest: _____

BRIAN D. ROSS
HSTCC

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: 4-6-12

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.

Attachment B

PROPOSAL FOR:

2009 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Harry S Truman Community Development Corporation (HSTCDC) 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 2009 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The HSTCDC proposes to use the $170,000 budgeted in the 2009 Action Plan to acquire and redevelop at least two (2) single family lots and build one (1) home on each. The program will be fully financed by these grant funds. Each home acquired 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 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 HSTCDC 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 HSTCDC.

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 HSTCDC will either sub-contract out or hire a general contractor to perform the construction of each home. The HSTCDC would like to reserve the right to work with a volunteer group if given the opportunity.

The HSTCDC will annually solicit, in the Joplin Globe and other area newspapers, sub-contractor and general contractors who are interested and qualified to participate in the program. The pre-qualified list of contractors will be directly solicited for each project within 30 days of closing on the lot. 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 HSTCDC 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 HSTCDC 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 HSTCDC. 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 HSTCDC, if necessary. A standard closing process will be completed by the title company. The HSTCDC 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 HSTCDC 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 HSTCDC 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 HSTCDC 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 HSTCDC will no longer be restricted to federal regulations and will be considered "cash proceeds". The HSTCDC 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	$ 68,000	$ 9,000	$ 85,000
Home #2	$ 8,000	$ 68,000	$ 9,000	$ 85,000
Totals	$16,000	$136,000	$18,000	$170,000

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Winter 2011
Quarterly progress report	January 1st, 2011
Procurement of construction contractor and notice to proceed	Winter 2011-2012
Quarterly progress report	April 1st, 2012
Construction completion	Spring 2012
Quarterly progress report	July 1st, 2012

Home #2 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Spring 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Summer 2012
Quarterly progress report	October 1st, 2012
Construction completion	Fall 2012
Quarterly progress report	January 1st, 2013

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 Harry Rogers (Name) and I am the Director (Title) of Harry S. Truman C.D.C. (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 3rd day of April, 2012

GLORIA J. BOTTOM
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: February 01, 2013
Commission Number: 096611618

Notary Public

My commission expires:

Feb. 1, 2013

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 21, 2015

Item: Council Bill 2015-379
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) Amendment to Agreement Form
2) Original 2012 New Construction Agreement
3) Council Bill No 2015-379

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 Harry S. Truman Community Development Corporation (HSTCDC) 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 one home to be sold to low-to-moderate income families.

However, the City of Joplin wishes to amend the approved project budget to a total of $109,749.85. The project will be funded through a combination of $90,000 of 2011 HOME funds that were already committed to HSTCDC for New Construction projects, and the reallocation of $19,749.85 of 2010 and 2012 HOME funds from completed HSTCDC CHDO Projects.

The 2010 and 2012 HOME projects referenced above were projects located at 417 N Washington and 138 E Lewis that have been completed. The projects were acquisition – rehabilitation's that were completed and the homes are now occupied. As such, the funds are available to be reallocated to other eligible projects.

RECOMMENDATION:

Staff recommends approval of the agreement with HSTCDC to continue the new construction portion of the HOME Program on an Emergency basis as it is within the meaning of Section 2.12(1) of the Home Rule Charter of Joplin, MO. These activities have received prior approval from the Council as part of the 2011 Action plan.

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made the _____ day of December 2015, between CITY OF JOPLIN and HARRY S TRUMAN COORDINATING COUNCIL.

WHEREAS, City and Harry S Truman Coordinating Council ("HSTCC") entered into an Agreement Contract dated May 17, 2012, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, City and HSTCC desire to amend the Agreement to increase the agreed budget of the original agreement through the use of 2012 CHDO Reserved 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 – for the construction of one home located at 2302 Pennsylvania – to a total of One Hundred Nine Thousand Seven Hundred Forty-Nine and 85/100 ($109,749.85) Dollars.

2. The project budget will be financed through Nineteen Thousand Seven Hundred Forty-Nine and 85/100 ($19,749.85) Dollars of FY2010 and FY2012 HSTCC CHDO HOME funds for two completed projects and Ninety Thousand and 00/100 ($90,000.00) Dollars of the originally allocated FY2011 CHDO New Construction set-aside.

3. The City and HSTCC hereby amend their May 17, 2012 Agreement in each and all of the following respects:

   a. By amending Section II, Home #1 Project Time Schedule, to reflect the following:

Home #1 Project Time Schedule

Milestone	***Deadline***
Site plan development/environmental review and acquisition of lot	Winter 2011
Quarterly progress report	January 1st, 2011
Procurement of construction contractor and notice to proceed	Spring 2016
Quarterly progress report	April 1st, 2016
Construction completion	Fall 2016
Quarterly progress report	October 1st, 2016

   b. By amending Section IV Item B, to replace the following phrase:

   "NINE THOUSAND DOLLARS **($9,000.00)** of HOME Funds"

With the phrase:

"TEN THOUSAND NINE HUNDRED SEVENTY-FOUR and 98/100 **($10,974.98)** Dollars 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 May 17, 2012 Agreement and its original terms and provisions.

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

City of Joplin, Missouri

_____ _____
Troy Bolander, Director of Planning, Dev., and N.S. Date

Harry S. Truman Coordinating Council

_____ _____
By: Jill Cornett, Executive Director Date

COUNCIL BILL NO. 2015-379 ORDINANCE NO.

AN ORDINANCE approving an Amendment to Agreement between the City of Joplin, Missouri, and Harry S. Truman Community Development Corporation, generally pertaining to HOME funds for the new construction of housing in the amount of One Hundred Nine Thousand Seven Hundred Forty-Nine and 85/100 ($109,749.85) Dollars; authorizing the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City, and containing an emergency clause.

WHEREAS, the City and Harry S. Truman Community Development Corporation entered into an Agreement Contract dated May 17, 2012, a copy of which is attached hereto;

WHEREAS, the City of Joplin and Harry S. Truman Community Development Corporation, desire to amend this Agreement whereby HSTCDC will develop one home for a low/moderate income family through the Home Partnership Investment Program (HOME) utilizing a combination of 2009, 2010, and 2012 HOME funds.

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 Harry S. Truman Community Development Corporation, 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 Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Amendment, or Amendment in substantially similar in form, for and on behalf of the City of Joplin.

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 _____ day of _____, 2015, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2012-127 **ORDINANCE NO.** 2012-067

AN ORDINANCE approving and Agreement between the City of Joplin, Missouri, and the Harry S. Truman Community Development Corporation (HSTCDC) 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 Harry S. Truman Community Development Corporation (HSTCDC), are desirous of entering into an agreement whereby HSTCDC will construct a new 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 Harry S. Truman Community Development Corporation, 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 16th day of April, 2012, by a vote 9-0.

Melodee E. Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

JOPLIN CONSORTIUM

2011 LMI Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
HARRY S. TRUMAN COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT MADE this 8 day of May, 2012, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and Harry S. Truman Community Development Corporation, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 800 Pennell, Carl Junction, Missouri 64834.

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 AWARDEE 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	Summer 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Fall 2012
Quarterly progress report	October 1st, 2012
Construction completion	Winter 2012-13
Quarterly progress report	January 1st, 2012

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: 2011 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 and specialty labor 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 AWARDEE, 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%
Construction closing / start of construction or rehab	40%
50% construction completion	60%
Construction completion (certificate of occupancy)	75%
Sustaining occupancy (or sale) & 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 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. 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 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 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 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 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 --- 800 Pennell, Carl Junction, Missouri 64834

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

Harry S. Truman Community Development Corporation: a Missouri Nonprofit Organization

By: _____ Date: May 8, 2012

Harry Rogers
Executive Director

Attest: _____

Luann Peterson

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: May 17, 2012

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.

Attachment B

PROPOSAL FOR:

2011 JOPLIN CONSORTIUM

CHDO REDEVELOPMENT HOMEBUYER PROGRAM

The Harry S Truman Community Development Corporation (HSTCDC) 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 2011 City of Joplin Action Plan, and approved by the Department of Housing and Urban Development (HUD).

SUMMARY

The HSTCDC proposes to use the $90,000 budgeted in the 2011 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 HSTCDC 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 HSTCDC.

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 HSTCDC will either sub-contract out or hire a general contractor to perform the construction of each home. The HSTCDC would like to reserve the right to work with a volunteer group if given the opportunity.

The HSTCDC will annually solicit, in the Joplin Globe and other area newspapers, sub-contractor and general contractors who are interested and qualified to participate in the program. The pre-qualified list of contractors will be directly solicited for each project within 30 days of closing on the lot. 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 HSTCDC 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 HSTCDC 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 HSTCDC. 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 HSTCDC, if necessary. A standard closing process will be completed by the title company. The HSTCDC 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 HSTCDC 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 HSTCDC 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 HSTCDC 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 HSTCDC will no longer be restricted to federal regulations and will be considered "cash proceeds". The HSTCDC 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	Summer 2012
Quarterly progress report	July 1st, 2012
Procurement of construction contractor and notice to proceed	Fall 2012
Quarterly progress report	October 1st, 2012
Construction completion	Winter 2012-13
Quarterly progress report	January 1st, 2012

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 Harry Rogers (Name) and I am the Director (Title) of Harry S. Truman Community Dev. Assn. (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 15th day of May, 2012

Notary Public

My commission expires:

February 1, 2013

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 21, 2015
ITEM: Council Bill 2015- 630 approving an Agreement for Third Party Administrator services by and between the City of Joplin and Corporate Claims Management Inc. to handle claims on behalf of the City of Joplin.

ORIGINATING DEPARTMENT: Human Resources and Risk Management

ATTACHMENTS: Council Bill 2015- 630, TPA Agreement, Bid review spreadsheet,

DEPARTMENT HEAD:	DAVE ALLGOOD	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

SUMMARY:
This Council Bill approves a Third Party Administrator between the City and Corporate Claims Management Inc. for claims handling services for workers compensation claims, property, automobile and liability claims.

DISCUSSION:
Corporate Claims Management, (CCMI) a third party administrator (TPA) was hired by the City several years ago to handle the Workers Compensation claims for the City. Gallaher Bassett was hired around the same time to handle auto, liability and property claims for the City. Both of those agreements expire 12/31/15. In a step to consolidate the TPA services for the city to, reduce cost to the city and enhance the TPA services, the City issued an RFP to consolidate these TPA services to one provider. A bid request (RFP) was issued on August 1, 2015 with a due date of September 1, 2015. The City received 10 bid responses.

The TPA will provide claim services on behalf of the City for work comp, auto, liability and property claims beginning January 1, 2016 and will assume handling any open pending claims at the same time.

The bid responses were rated on: methodology, experience, references, cost of services and staffing capability. Each of the responses were evaluated and the responses were narrowed to two finalist where each was interviewed separately by Human Resources and Risk Management staff. Rating scale used was 0-100. CCMI received the highest score of 91.

RECOMMENDATION:

The City Manager and Staff has reviewed and approves CCMI as the TPA for the City of Joplin effective on January 1, 2016 on an emergency basis.

COUNCIL BILL NO. 2015-630 ORDINANCE NO.

AN ORDINANCE approving an agreement for professional third party claim services by and between Corporate Claims Management and the City of Joplin, Missouri, for Corporate Claims Management to provide claims management services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional claims management services; and,

WHEREAS, Corporate Claims Management Inc. has submitted the best proposal for professional claims management services.

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

Section 1. That the City enter into an agreement with Corporate Claims Management Inc. to provide professional claims handling services in accordance to the agreement and proposal as attached in Exhibit "A" effective January 1, 2016 with option to renew for up to three (3) years at the City's option, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3) and (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2015, by a _____vote.

_____
Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CLAIMS ADMINISTRATION AGREEMENT

THIS AGREEMENT is made as of January 1, 2016, between Corporate Claims Management, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter "Administrator") and The City of Joplin, Missouri (hereinafter "Client").

WITNESSETH:

WHEREAS, Administrator is engaged in the business of the administration, investigation and payment of claims arising from self-insured workers' compensation and casualty programs for its clients; and

WHEREAS, Client requires the services of an independent contractor to administer its self-insured workers' compensation and self-insured property/casualty program up to its self-insured retention; and

WHEREAS, Client desires to retain Administrator for the provision of its services for Client's claims for its self-insured workers' compensation and self-insured property/casualty program to the extent as set forth in the following articles of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

(a) "Agreement" shall mean this Agreement, as originally executed and amended or supplemented from time to time.

(b) "Allocated Loss Adjustment Expense" shall mean such of the following items of expense incurred or authorized by Administrator on behalf of Client as may be reasonable and necessary in connection with Administrator's rendition of services in accordance with this Agreement:

i. Medical examinations of claimants, including the reasonable and necessary transportation expenses of claimants.

ii. Reports from attending or examining physicians.

iii. Attorneys' fees and disbursements.

iv. Court reporter services and transcripts.

v. Stenographic services and transcripts.

vi. Witness attendance fees.

vii. Court costs.

viii. Appeal bonds.

ix. Printing costs related to trials and appeals.

x. Testimony, opinions, appraisals, reports, surveys, and analyses of professionals and experts.

xi. Automobile and Property appraisals.

xii. Trial and hearing attendance fees.

xiii. Reports from government agencies or branches.

xiv. Credit bureau reports.

xv. Private investigators.

xvi. Photographs.

xvii. Medical or vocational rehabilitation.

xviii. Medical cost containment services including but not limited to hospital bill audit, provider bill audit, and medical case management incurred with the consent of Client.

xix. Extraordinary claim investigation and/or travel expense incurred with the consent of Client.

xx. Fees for services provided by any investigation or adjusting firm other than Administrator related to the investigation and defense of a particular claim.

xxi. Any similar service related to the investigation and defense of a particular Claim, or the protection of and collection of the subrogation rights of the Client, for which Client shall have given prior approval.

xxii. Costs, fees and expenses incurred by Administrator for services above and beyond those covered by this agreement.

(c) "Claim" shall mean any occurrence from which injury, damage, or expenses are sustained or asserted or from which liability under the Missouri Workers' Compensation Law or Missouri Tort Statutes is alleged.

(d) "Claimant" shall mean any person alleging or having a right to file a claim against the client for damages as a result of client's duty or breach of duty under any various Workers' Compensation or Civil laws.

(e) "Client Program" or the "Program" shall mean the Client's self-insured workers' compensation program which qualifies in all respects to such self-insured programs as defined in the Missouri Workers' Compensation Law, as such law is herein defined, and/or Client’s self-insured property/casualty program as the context requires.

(f) "Claims Payment Account" shall mean a bank account to be established by Client and to which Client will contribute the amounts agreed hereunder and from which Administrator may draw funds to pay claims and Allocated Loss Adjustment Expenses required in the administration of Client's Program covered by this Agreement.

(g) "Party" shall mean Client or Administrator as the context requires, and the term "Parties" shall mean both Client and Administrator.

(h) "Loss Run" shall mean a computer generated listing of claims that have been posted to Administrator's Claims Administration Information System.

(i) "Loss Payment Accounting Record" means a computer generated listing of accounting activity in the Claims Payment Account, as described below, during the preceding month that has posted to the Administrator's Claims Administration Information System.

(j) "Administrator's Authority Limit" shall mean the amount of claim settlement authority provided by the Client to Administrator for each claimant, set forth in writing from time to time, which Administrator may utilize in its sole judgement to settle claims as described herein.

(k) "Missouri Workers' Compensation Law" shall mean such Law as defined in Chapter 287, revised Statutes of Missouri, as amended, and as such Law may be amended from time to time during the term of this Agreement, including any renewal or extension of such term.

2. Term

Administrator agrees to provide all services set forth herein to Client in connection with its self-insured claims exposures occurring during the period commencing January 1, 2016, and ending December 31, 2018, unless earlier terminated pursuant to Section 3 hereof.

3. Termination

Unless explicitly renewed by the Parties in writing, this Agreement shall terminate on December 31, 2018. Any continuation or renewal of this Agreement shall be the subject of further negotiation between Client and Administrator. This Agreement may be canceled at any time with or without cause by either Party giving the other Party written notice of cancellation sixty (60) days prior to the effective date of such cancellation.

If this Agreement is terminated by Client before December 31, 2018 for any reason, Client shall exercise one of the following options:

(a) Client may require Administrator to conclude the handling of all claims occurring during the term of this Agreement whether reported before or after the term of this Agreement, subject, however, to the terms, conditions and limitations of this Agreement. Further compensation shall be owed to Administrator for its handling of Claims reported prior to the Termination of this Agreement to their conclusion. This further compensation shall be equal to a one-time fee per open case at the time of termination based on the flat-rate-per-claimant charges displayed below.

(b) Client may require Administrator to return all open and/or finalized files to the Client. Such return of open and/or finalized files shall not result in a reduction in fees for all Claims referred to Administrator but not finalized prior to the effective date of termination.

4. Compensation

Client shall pay Administrator fees as follows as compensation for the administrative services Administrator herein agrees to perform:

GUARANTEED COST – LIFE OF CONTRACT HANDLING

Client shall pay Administrator fees as follows as compensation for the administrative services Administrator herein agrees to perform. Claims reported to Administrator during the Term of this agreement will be handled for the following rates:

CLAIMS ADMINISTRATION

Type of Case	Expected Frequency		Flat Rate Per Claimant		Projected Total
Workers' Compensation Med. Only	120	x	$150.00	=	$ 18,000.00
Workers' Compensation Indemnity	20	x	$960.00	=	$ 19,200.00
General Liability	15	x	$600.00	=	$ 9,000.00
Auto Liability	10	x	$600.00	=	$ 6,000.00
Auto Physical Damage	5	x	$300.00	=	$ 1,500.00
Professional Liability	10	x	$650.00	=	$ 6,500.00
First Party Property	5	x	$500.00	=	$ 2,500.00
MISC. Liability Take-Over Files (Year 1 Only)	10	x	$300.00	=	$ 3,000.00
TOTAL ANTICIPATED CLAIMS COSTS				**=**	**$ 65,700.00**

PROGRAM FEES

MMSEA Section 111 Mandatory Medicare Reporting * Annual Fee *	=	$ 5,000.00

Client agrees to pay Administrator all fees as outlined in this section. Fees shall be billed on the first of the month of the beginning of the Term of this Agreement, and such billings will be paid by Client within thirty (30) days of such billing.

5. Services To Be Performed

Administrator shall adjust, supervise, and administer fully the Client's Program in a manner so that such Program is at all times in full compliance with all current and future applicable laws, rules and regulations governing such self-insured programs; and, in fulfilling the foregoing obligations, Administrator will act as the independent contractor and/or representative of Client in all matters related to the administration of the Program.

In addition to the foregoing obligations, Administrator hereby agrees to perform fully all of the following duties:

(a) To review all claim and/or loss reports with claim and/or dates incurred during the term of this Agreement for all losses involving the hereinabove stated exposures to the Client.

(b) To establish a file with respect to each claim.

(c) To investigate, to the extent deemed necessary in the mutual judgement of the Parties, all reported Claims as defined in Section 1 above.

(d) To provide each Claim file with a written chronology of all actions taken with respect to the underlying Claim.

(e) To furnish all claim forms necessary for proper claims administration.

(f) To investigate, adjust, settle or resist all such losses and/or Claims as defined in Section 1 above within the per claim discretionary settlement authority limit of the Administrator as agreed upon by Administrator and Client.

(g) To investigate, adjust, settle or resist all such losses and/or claims as defined in Section 1 in excess of the discretionary settlement authority limit of the Administrator with specific prior approval of the Client.

(h) To assist in all litigation or other proceedings involving any Claim as directed by Client.

(i) To retain all Claim files for a period of two (2) years after the applicable statute of limitations has expired. After this period, files will be returned to the Client or destroyed as Client requests.

(j) To recommend adequate reserves and provide to Client a continuous review of such reserves and any required changes to such reserves.

(k) To monitor all treatment programs recommended to a Claimant by any care provider.

(l) To furnish to Client and/or its designees on a monthly basis, a Loss Run and Loss Payment Accounting Record Report. Administrator also shall furnish to Client and/or designees on an as requested basis ad-hoc reports as may be available within its claims administration system.

(m) To pay on claims check stock approved by Client, all payments required to be made in the administration of Client's Program and provide to Client a daily record of all such payments.

(n) To prepare and file all reports required by any current or future applicable law, rule or regulation.

(o) Discretionary settlement authority, as referred to in Section (F) & (G) above is $0.00 per claimant.

6. Covenants and Agreements of Client

Client covenants and agrees as follows:

(a) Client appoints Administrator as its claims management company, as its agent and authorized Administrator to exercise in Client's behalf, Administrator's sole judgement and discretion to pay, settle, or resist all claims within Administrator's discretionary settlement authority as stated in Section (5.O) above. Client reserves the right to advise Administrator to not pay any particular claim or to pay a lessor amount even within Administrator's discretionary settlement authority.

(b) To pay to Administrator the fees prescribed in Section 4. If client fails to pay Administrator the fees prescribed in Section 4 and/or in accordance with the time frames set forth therein, Administrator may terminate this Agreement immediately, notwithstanding the sixty (60) days prior written notice set forth in Section 3. In the event of such immediate Agreement termination, the options upon termination as set forth in Section 3, shall not be available to Client, but instead Administrator shall return to Client all Claims and/or losses pending on the date of such termination for the Client to handle to a conclusion, and such handling shall not result in any expense or reduction of fees to Administrator.

(c) To pay all Allocated Loss Adjustment Expense, as defined herein, in addition to the fees to be paid to Administrator as prescribed in Section 4 hereof.

(e) To provide sufficient funds to the Claims Payment Account to enable Administrator at all times to pay Claims and Allocated Loss Adjustment Expenses in accordance with the terms and conditions contained herein.

(f) To authorize and hereby does authorize Administrator to issue payments as may be necessary to enable Administrator to pay Claims. Administrator may also payments as may be necessary to enable Administrator to pay all Allocated Loss Adjustment Expenses.

Section 7 Covenants and Agreements of Administrator

Administrator covenants and agrees as follows:

(a) To Client's right to assume the control and handling of any Claim at any time, and Administrator agrees to deliver promptly any Claim file to Client which it may request, but without any off-set or deduction from any of the fees or charges paid or payable by Client to Administrator under Section 4 above. The parties agree that at all times prior to and after the cancellation of this Agreement, all Claim files are owned by and are the property of Client. Claim files are subject to review by Client and its employees and authorized agents during Administrator's regular business hours, with reasonable prior notice.

(b) To exercise reasonable efforts to manage the services provided hereunder in such a way and in such manner as to insure that every adjuster, claims investigator, and/or employee used by the Administrator or subcontracted to by the Administrator will adjust and/or investigate every alleged Claim or matter covered by this Agreement in accordance with this Agreement and any claim handling instructions as implemented from time to time.

(c) To provide to Client, upon written request, certificate of insurance evidencing adequate General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Fidelity Coverage (Bond) and Errors and Omissions Insurance (Professional Liability Coverage)

(d) To provide all necessary personnel to perform the services agreed upon herein.

(e) To indemnify, protect, save, defend and hold Client and Client's directors, officers, shareholders, attorneys, employees, agents and other representatives wholly harmless from any and all loss, cost, damage or expense arising out of the administration or handling of any claims by reason of any negligent, grossly negligent or willful act or omission of Administrator or of Administrator's directors, officers, shareholders, attorneys, employees, agents or other representatives, taken or omitted to be taken pursuant to this Agreement; provided, however, that Administrator shall have no obligation to indemnify anyone pursuant hereto with respect to the following:

i. Any act or omission of Administrator or any of Administrator's directors, officers, shareholders, attorneys, employees, agents or other representatives taken or omitted to be

taken at the direction of client or any of Client's directors, officers, shareholders, attorneys, employees, agents or other representatives,

ii. Administrator being named in litigation as the insurer of record,

iii. The failure of Administrator or Administrator's directors, officers, shareholders, attorneys, employees, agents or other representatives to settle a Claim that could have been settled within Administrator's Authority Limit (so long as such failure to settle does not result from a grossly negligent or willful act, error or omission by Administrator or by any of Administrator's directors, officers, shareholders, attorneys, employees, agents or other representatives), or,

iv. The failure of Administrator or Administrator's directors, officers, shareholders, attorneys, employees, agents or other representatives to pay any Claim or Allocated Loss Adjustment Expense, on a timely basis due to Client, to the failure of Client's directors, officers, attorneys, employees, agents or other representatives to comply with Section 6, subparagraphs (e) and (f) of this Agreement.

In the event Client or any of its directors, officers, attorneys, employees, agents or other representatives, is named as a defendant in, or is otherwise obligated to defend, any such action asserting any Claim indemnified hereunder, Administrator will assume, at Administrator's expense, the defense of such actions on behalf of Client and its directors, officers, attorneys, employees, agents or other representatives, as the case may be. Administrator has sole discretion to select the attorneys who will defend any such action, provided, however, that Administrator shall exercise such discretion reasonably. Notwithstanding the foregoing, nothing herein shall waive any rights of any party hereto to contributory negligence claims or defenses with respect to any indemnity provided herein.

8. Miscellaneous:

(a) This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

(b) If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provisions of this Agreement.

(c) No waiver or modification of this Agreement or of any covenant, condition or limitation contained shall be valid unless in writing and duly executed by the Parties.

(d) The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

(e) This Agreement is personal to the Parties and may not be assigned by either Party in whole or in part without prior written consent of the other Party.

(f) Any notice to be given hereunder shall be deemed sufficient if in writing and delivered either personally or by certified mail, return receipt requested, to the following:

If to Administrator: Michael D. Greco, President
Corporate Claims Management, Inc.
782 Spirit 40 Park
Chesterfield, Missouri 63005

If to Client: _____
The City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

(g) The headings of this Agreement are intended solely for convenience of reference and shall have no effect on the construction or interpretation of this Agreement.

(h)

(i) This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

(j) Not withstanding any other provision of this Agreement, Client shall not be obligated for the performance of Administrator and its respective successors herein or by any provision of this Agreement during any of Client's future fiscal years unless the City Council appropriates funds for this Agreement in Client's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then Client may terminate this Agreement by giving thirty (30) days written notice to Administrator.

(k) This Agreement is contingent on the approval of the Joplin City Council.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

On Behalf of On Behalf of

The City of Joplin, Missouri	Corporate Claims Management, Inc.
BY: _____	BY: _____ Michael D. Greco
TITLE: _____	TITLE: President
DATE:_____	DATE: _____

City of Joplin - TPA RFP Response Summary

TPA Information	# of Takeover Claims	# of Claim	HEALTHSMART	CCMI	THOMAS MCGEE	PMA	CCMSI	CMI	SEDGWICK	GB	CAD	CORVEL
- Adjuster Location			Oklahoma City	Chesterfield	Kansas City	Nashville, TN	Norman, OK	St. Louis	St. Louis	St. Louis	Little Rock	Overland Park
Workers' Compensation												
- Medical Only	30	119	100	150	140	125	170	120	155	170	200	150
- Indemnity	10	21	800	960	800	695	875	850	1,055	1,215	900	900
Casualty												
- Public Officials	2	5	500	600	700	995	875	850	940	1,375	750	1,295
- Law Enforcement	2	5	650	600	700	995	875	850	940	1,375	750	1,295
- General Liability PD	3	7	500	600	550	385	450	850	390	595	750	595
- General Liability BI	3	7	500	600	550	585	875	850	940	1,155	750	895
- Auto Liability PD	2	4	450	600	550	385	450	300	390	595	750	495
- Auto Liability BI	2	4	500	600	550	585	875	850	940	1,155	750	795
Property												
- Auto Physical Damage	2	4	400	600	200	305	450	300	205	270	500	295
- Property	2	4	600	600	200	495	450	850	390	675	500	995
Other Fees												
- Administrative Fee			6,000	5,000	9,000	0	7,000	2,500	6,000	2,500	20.00%	15,000
- Incident Only Cost			50	0	35	30	35	50	38	50	0	20
- RMIS Fee			0	0	0	6,000	5,000	0	0	0	0	0
One Time Fees												
- Data Conversion			0	0	1,000	8,000	5,000	5,000	5,500	0	1,000	5,000
- Implementation Fee			0	0	0	0	5,000	1,000	3,800	0	0	
Claims Fee Total			49,250	62,010	54,160	53,290	65,530	61,730	67,010	82,525	70,700	70,450
Annual Fee Total			6,000	5,000	9,000	6,000	12,000	2,500	6,000	2,500	0	15,000
Annual Program Total			55,250	67,010	63,160	59,290	77,530	64,230	73,010	85,025	70,700	85,450
One Time Fee Total			0	0	1,000	8,000	10,000	6,000	9,300	0	1,000	5,000
Take Over Fees - Approximate			13,500	5,400	1,000	0	12,375	19,000	21,050	4,950	0	14,200
First Year Program Total			68,750	72,410	65,160	67,290	99,905	89,230	103,360	89,975	71,700	104,650
Scoring												
Methodology 25%			4	5	5	5	5	4	5	5	4	4
Experience 20%			4	5	5	4	5	5	5	5	4	5
References 15%			4	5	5	3	5	3	3	4	4	5
Cost of Service 30%			5	4	4	5	3	4	3	2	3	1
Staff 10%			4	5	5	5	5	5	5	5	5	5
Total Score			4.3	4.7	4.7	4.5	4.4	4.2	4.1	4.0	3.8	3.6
Ranking			4th	1st	1st	2nd	3rd	5th	6th	7th	8th	9th

	HealthSmart	CCMI	Thomas McGee	PMA	CCMSI	CMI	Sedgwick	GB	CAC	CorVel
ADVANCE TO NEXT LEVEL	NO	YES	YES	NO	NO	NO	NO	NO	NO	NO
COMMENTS	located in OKC	Located in St Louis area	located in KC area	located in Nashville	located in St Louis	local in st louis are	located in st louis	located in St louis	located in Little Rock	located in KC
	no missouri experience	lots of missouri exp	good for doing quarterly reviews	no experience in mo clms	no public entitiy accts	not much business outside area	limited public entity	service is marginal	said in spfd but clm handled little rock	too big for Joplin
	very limited casualty business	both wc and casualty clms	good reputation	no presence in missouri	very aggressive in clms handling	lack of good customer service	very high priced	large tpa	submission poor	too expensive
	supervisor handles bk of business	missouri location	admin fee way too high 9k	nationwide TPA our of east coast	may not be good fit for us our style	price high for what they offer	take over fee high	better suited for large employers	hard to understand	overkill in submission

will not allow tpa part of hiring prac	currnent WC tpa	superviors do not handle case load	wanting our business to get presence in MO	high cost	not sure they could provide service	national tpa	current tpa for P&C	not much substance
good ref from midwest city	excellent job handling our wc	allow client to particpate in adj interview	no muncipality business	AJG clms person said they will move	submission poor	way too much information		no history or knowledge of them
concern with recent chg in ownership	can handle casualty	good data base program	their submission - poor	forward without client apprl - not good				no public entity
not located in missouri	decent data base system	client can use clm prog on self handle	looks like threw together	not feel we are big enough for them				
personnel exp with adjusters -good	no experience with their casualty bus.	provides annual stewardship report	high conversion fee	very large tpa				
take over fee too high	good communicator	provided us with detali conver timeline	very low price want to buy our bus.					
claim pricing - good	claim pricing - OK	14 day diary on wc clms	to get foothold in missouri					
admin fee too high	admin fee high but wil need neg.	only $1000 converson fee - good						
no converson fee								

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 7, 2015

Item: COUNCIL BILL NO. 2015-277
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: 11/09/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 040-15: 103-105 North Wall Avenue – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

STAFF SUMMARY:
Currently, the property owner can build multi-family residential units in this zoning designation. However, a C-2 zoning designation would give more buildable lot space because of the differing setback requirements. This would not require any building setbacks except on the north side of the property where it abuts a residential zoning district. In this case, a ten foot setback would be required.

A C-2 zoning designation for this property would also more closely mirror our growing downtown district in development style. A C-2 zoning district already exists directly south of this lot across First Street and one block east on Joplin Avenue.

Staff recommends approval of Case 040-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bob Higginbotham, owner of Gus Enterprises, stated the property at 103-105 North Wall Avenue is currently zoned C-1. He would like to rezone the property to District C-2 since the parking restrictions in District C-1 make it not practical to include all the parking spaces he wants since he plans to construct 12 living units there. Because of the infrastructure costs involved, it is not economically viable to construct fewer than 12 units. The property to the south is already zoned C-2, with the residences to the north being zoned R-3. The change in zoning would facilitate the project.

Mr. Duncan asked Mr. Higginbotham if the zoning remained R-1, how many parking spaces would be required for 12 units. He replied he can only have five living units with C-1 zoning since parking must be provided on the property. The C-2 zoning eases the setback restrictions so he can fit what he needs to do on the property to address any drainage issues and to provide ample parking for the tenants.

Mr. Bolander stated Mr. Higginbotham will continue to have parking on the property, but the setbacks will be changed. District C-2, the downtown district, provides for zero setback lines and will allow him to place parking on the property to accommodate those units. It is not a situation where Mr. Higginbotham will not have any parking at all.

Mr. Duncan understood an apartment complex existed there years ago with on-street parking and no problems. He asked if all the parking will be on-street parking. Mr. Higginbotham stated there should be no parking on the street. He will provide ample off-street parking.

Mr. Ramsour asked Mr. Higginbotham about his plans for the stone fence or wall. He would like the development to look like the downtown business district and will incorporate that particularly into the building on the south side to retain some history and make the property look commercial.

PUBLIC COMMENT:
None.

Z&P Meeting: November 9, 2015
City Council Meeting: December 7, 2015

STAFF PLANNING REPORT
Rezoning

CASE 040-15: A request to rezone from C-1 (Neighborhood Commercial District) to C-2 (Central Business District).

LOCATION: 103 and 105 N Wall Avenue

APPLICANT: Gus Enterprises, LLC.

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial District)	Undeveloped	11,500 ft²

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-3	C-1	C-2	C-1
Land Use	Residential	Undeveloped	Greyhound	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
1st Street	Secondary	60'
Wall Ave	Secondary	60'

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

Multi-family residential development is permitted by right in this zoning. Designating this property as C-2, Central Business District, would allow smaller building and parking lot setbacks which would more closely match adjacent downtown development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

Currently, the property owner can build multi-family residential units in this zoning designation. However, a C-2 zoning designation would give more buildable lot space because of the differing setback requirements. This would not require any building setbacks except on the north side of the property where it abuts a residential zoning district. In this case, a ten foot setback would be required.

A C-2 zoning designation for this property would also more closely mirror our growing downtown district in development style. A C-2 zoning district already exists directly south of this lot across First Street and one block east on Joplin Avenue.

Staff recommends approval of Case 040-15.

ENCLOSURES:

Map.

REQUEST C2

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.:
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
P&Z Date:
City Council Date:

APPLICANT: GUS ENTERPRISES LLC PHONE: 417 206 7792
ADDRESS: 839 W 4TH ST. ZIP: 64801
EMAIL: BOB@BOBHIGGINBOTHAM.COM
OWNER: GUS ENTERPRISES LLC PHONE: 417 825 2005
ADDRESS: 839 W. 4TH, JOPLIN, MO ZIP: 64834
EMAIL: BOB@BOBHIGGINBOTHAM.COM
LOCATION OF PROPERTY: 103 N. WALL AVE – 105 N WALL AVE
LEGAL DESCRIPTION: ALL OF LOT NUMBERED NINETY-NINE (99) IN ORIGINAL TOWN OF MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Present Zoning C-1 Requested Zoning: C2 Acreage: .138
Present Use of Property: VACANT LOT
Proposed Use of Property: C2 MULTI-FAMILY AND PARKING LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	MULTI FAMILY/SINGLE RES.	R-3
South	PARKING/COMMERCIAL BLDG	C2
East	PARKING LOT	C1
West	PARKING LOT/COMMERCIAL	C-1

CHARACTER OF THE NEIGHBORHOOD: TO THE NORTH IS MIXTURE OF RENTALS, SINGLE/MULTI FAMILY ALL ZONED R3. THE REMAINING AREA CONSISTS OF COMMERCIAL BLDGS. AND PARKING LOTS.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   THIS WILL BRIDGE BETWEEN COMMERCIAL BUILDINGS AND MIXED USE R-3 STRUCTURES.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: ZONING IS REQUIRED TO BUILD A MULTI-FAMILY BUILDING

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES, THIS IS CONSISTENT W/ HIGH DENSITY DWLPMNT, DOWNTOWN DISTRICT
2. Consistent with Future Land Use Map? NA/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: FIRST ST., WALL AVE., EAST ALLEY OF WALL AVE.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO, OFF-STREET PARKING WILL FACILITATE TRAFFIC FLOW.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? YES
3. Drainage Easements? NO
   Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: THERE WAS PREVIOUSLY AN APARTMENT BUILDING AT THIS LOCATION. IT DID NOT HAVE OFF-STREET PARKING. THIS WILL HAVE OFF-STREET PARKING AS REQUIRED.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
THIS PROPERTY LAYS BETWEEN COMMERCIAL BUILDINGS AND COMMERCIAL PARKING LOTS AND MIXED USE MULTI-FAMILY AND SINGLE-FAMILY RESIDENCES THAT ARE ALL ZONED R-3.

SIGNATURE: _____ DATE: 10.15.15

BY: Bob Higginbotham

TITLE: MANAGING MEMBER - GUS ENTERPRISES LLC.

All of lot numbered Ninety-Nine (99) in Original Town of Murphysburgh, now a part of the City of Joplin, Jasper County, Missouri.

(Otherwise known as 103 N. Wall Ave.)

GUS Enterprises LLC

There is a demand for transitional housing as well as affordable housing. My intention is to make this part of the City of Joplin's Crime Free Multi-Family Housing. This will provide a safe and peaceful environment for area residents.

The existing two lots are vacant lots. One previously was occupied by an apartment building. That apartment building did not have off-street parking, yet it did not create an undue traffic flow problem in this area.

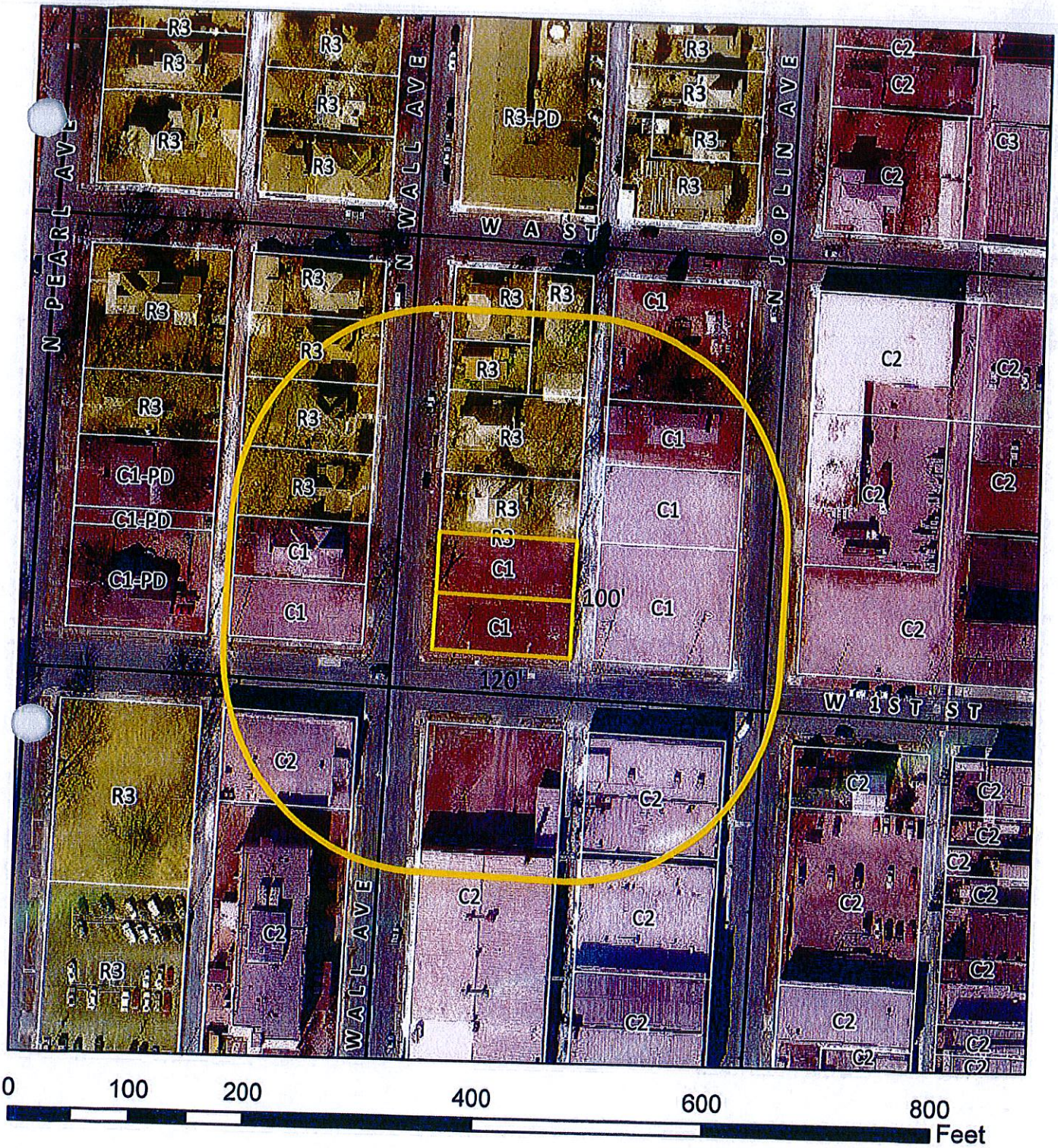
The proposed zoning change will allow an apartment building to again re-occupy this area. This will have the required, off-street parking. The off-street parking will facilitate ingress/egress without causing undue traffic flow issues within the neighborhood.

This proposed change will create a buffer and transition between commercial buildings and commercial parking lots that are to the south and east and the mixed use multi-family and single family residences to the north. The mixed use and single family homes are all on property that is currently zoned R-3.

Sincerely,

Bob Higginbotham





Case 040-15: 103-105 N Wall Ave – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

N

Case 040-15: 103-105 North Wall Avenue – A request to rezone from C-1 (Non-Retail Commercial) to C-2 (Central Business District) – Gus Enterprises.

Mr. Eastman opened the public hearing for Case 040-15.

Mr. Bob Higginbotham, owner of Gus Enterprises, stated the property at 103-105 North Wall Avenue is currently zoned C-1. He would like to rezone the property to District C-2 since the parking restrictions in District C-1 make it not practical to include all the parking spaces he wants since he plans to construct 12 living units there. Because of the infrastructure costs involved, it is not economically viable to construct fewer than 12 units. The property to the south is already zoned C-2, with the residences to the north being zoned R-3. The change in zoning would facilitate the project.

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Mr. Duncan understood an apartment complex existed there years ago with on-street parking and no problems. He asked if all the parking will be on-street parking. Mr. Higginbotham stated there should be no parking on the street. He will provide ample off-street parking.

Mr. Ramsour asked Mr. Higginbotham about his plans for the stone fence or wall. He would like the development to look like the downtown business district and will incorporate that particularly into the building on the south side to retain some history and make the property look commercial.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 040-15.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 040-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).

P & Z Case 040-15
Gus Enterprises
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-277 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-2 property as described below and located at 103-105 North Wall 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 C-1 and including same in District C-2:

ALL OF LOTS NUMBERED 99 AND 100 IN THE ORIGINAL TOWN OF MURPHYSBURG, NOW A PART OF 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