COUNCIL AGENDA

June 15, 2015

6:00 P.M., Council Chambers

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

2. Roll Call

3. Presentations
1. Proclamation recognizing the 4 State Search and Rescue team for their work in Kathmandu, Nepal after the deadly earthquake on April 25, 2015.

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions
1. Bruce smith, 3601 Oak Ridge, requests to address Council concerning the South Main Street TIF.

7. Public Hearings

8. Consent Agenda
1. Minutes of the June 1, 2015 Council Meeting

2. Minutes of the June 4, 2015 Special Council Meeting

3**.** COUNCIL BILL NO. 2015-262 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at the northeast corner of Wisconsin Avenue and Montana Place in the City of Joplin, Jasper County, Missouri.

9. Resolutions
1. RESOLUTION NO. 2015-005- A RESOLUTION authorizing the filing of a First Amendment to Second Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of The City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

2. RESOLUTION NO.2015-006-A RESOLUTION authorizing the Director of Planning, Development, and Neighborhood Services and his designated agents, the authority to sign legal documents associated with administering the Joplin Housing Assistance Program. (JHAP)

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2015-003-AN ORDINANCE authorizing the City of Joplin to enter into a Purchase and Sale Agreement by and between New Prime, Inc., a Nebraska corporation, d/b/a Prime, the Joplin Redevelopment Corporation, Inc., and the City of Joplin, Missouri for the purchase and sale of fifteen (15) tracts of real property owned by the Joplin Redevelopment Corporation, payment of a development fee, and mutual release; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form on behalf of the City; and containing an emergency clause.

2. COUNCIL BILL NO. 2015-004 - AN ORDINANCE approving an assignment of the Lease Agreement and the Performance Agreement with respect to revenue bonds issued for a commercial and manufacturing facility for the benefit of Joplin MO (3502 Enterprise) LLC; and authorizing the City to take certain other actions and approve certain agreements; and containing an emergency clause.

3. COUNCIL BILL NO. 2015-511-AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and White Oaks Real Estate Investments of Joplin, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6 acres at 32nd and Oliver; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

4. COUNCIL BILL NO. 2015-512 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri Department of Economic Development to provide reimbursement for the removal of concrete debris and demolition as the result of the EF-5 tornado; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

5. COUNCIL BILL NO. 2015-610-AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Construction Services Group, Marion Company, Inc. for Renovation Hangar A at the Joplin Regional Airport; and containing an emergency clause.

6. COUNCIL BILL NO. 2015-611-AN ORDINANCE authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

7. COUNCIL BILL NO. 2015-612-AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

11. Ordinances – First Reading

COUNCIL BILL NO. 2015-613 - AN ORDINANCE approving an Agreement with Paragon 2.Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. News from the PIO

Notice posted at 4:55p.m. on this the 12th day of June, 2015. (RSMo 610.020)

PRESENTATIONS

1. Proclamation recognizing the 4 State Search and Rescue team for their work in Kathmandu, Nepal after the deadly earthquake on April 25, 2015.

CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

REQUEST TO ADDRESS COUNCIL

Date: 6/8/2015

TO: Joplin City Council members:

I would like to address the Joplin City Council at the JUNE 15TH (date) meeting on the following subject:

SOUTH MAIN ST TIF

Name: BRUCE SMITH
(Please print)

Address: 3601 OAK RIDGE DR

Daytime Phone: 624-6376

Phone No.: _____

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES June 1, 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 Flag of the United States of America – led by Carl Junction Troop 70 visiting the Joplin City Council meeting while working on their Community Badge.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze;; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mr. Woolston, Second by Mr. Glaze to excuse Miranda Lewis. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0.

PRESENTATIONS
Mayor Seibert presented a Proclamation to Pam Bhend recognizing June as Myasthenia Gravis Awareness Month.

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
John Moore, 103 S. High Street, requests to address council concerning parking when the Blasters play at home games. Mr. Moore addressed council with concerns about people parking on his property when the Blasters play at Joe Becker. City street parking is allowed but not on residential property.

He was given temporary no-parking signs and orange cones from the police dept. Mayor Seibert asked Mr. Moore to keep the city informed of the parking issue. Additional parking is available at Ewert Park and city lots to the west.

Doug Hunt, 1232 Xenia Ct, Joplin, requests to address council concerning the JHAP Program in regards to the process and timelines to closing on property. Doug Hunt reported to Council stating there were delays on closing of properties that were a concern to his clients and he just wanted Council to hear of these concerns.

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR RESOLUTION NO. 2015-004 -A RESOLUTION granting a Special Use Permit (First Renewal) to South Joplin Christian Church for the continued operation of a group

residential facility to house volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri.

Mayor Michael Seibert opened the Public Hearing

Kathryn Wilson, 1901 S. Pearl, appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2015-004. Motion by Mr. Glaze Second by Mr. Scearce to Approve Resolution No. 2015-004. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis.

The Resolution was read as being RESOLUTION NO. 2015-004

A RESOLUTION granting a Special Use Permit (First Renewal) to South Joplin Christian Church for the continued operation of a group residential facility to house volunteers located at 1901 South Pearl Avenue, in the City of Joplin, Jasper County, Missouri. Mayor Michael Seibert opened the Public Hearing

PUBLIC HEARING FOR COUNCIL BILL NO. 2015-262

Mayor Michael Seibert opened the Public Hearing

Kevin Parker, 1115 Illinois, appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No.2015-262. Motion by Mr. Scearce, Second by Mr. Shaw to Place Council Bill No. 2015-262 on First Reading and Pass to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis.

The COUNCIL BILL was read as being COUNCIL BILL NO. 2015-262

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at the northeast corner of Wisconsin Avenue and Montana Place in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING FOR CASE 014-15

Mayor Michael Seibert opened the Public Hearing

No one appeared on behalf of this request.

Sharron Vernon, realtor, neither for nor against just questioned the pricing of lot and if it was a minimum.

The Public Hearing was closed.

Mr. Scearce introduced Case 014-15. Motion by Mr. Scearce, Second by Mr. Shaw to Approve Case 014-15. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis.

Case 014-15 was APPROVED.

A request to declare excess property on an approximately 5,800 square foot lot located at 1402 South Ohio Avenue.

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

Minutes of the May 18, 2015 Council Meeting

COUNCIL BILL NO. 2015-609 -AN ORDINANCE approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC, to conduct an Airshow at the Joplin Regional Airport. ORDINANCE NO. 2015-083

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Stanley introduced Council Bill No. 2015-455. Motion by Mr. Stanley, Second by Mr. Shaw that Council Bill No. 2015-455 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis

The Council Bill was declared Adopted and entitled Ordinance No. 2015-084

AN ORDINANCE authorizing a Program Services Contract for WIC Local Agency Services, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive additional funds for various program enhancement services, for up to Six Thousand, Three Hundred Forty-Two Dollars, no Cents, ($6,342.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

ORDINANCES –FIRST READING

ORDINANCES-SECOND AND THIRD READING

Mr. Scearce introduced Council Bill No. 2015-260. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2015-260 be Passed on Second Reading and Advance to Third Reading and Passed, Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis

The Council Bill was declared Adopted and entitled Ordinance No 2015-085

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

NEW BUSINESS

REAPPOINTMENTS TO BOARDS AND COMMISSIONS
Council made appointments to the Historic Preservation Commission. Emily Frankoski was appointed to the Historic Preservation Commission and David Sweeney was appointed to the Joplin Redevelopment Corporation.

Announcements from Public Information Office, Lynn Onstot:

Arts and crafts, sports, games and swimming are all included in the Parks and Rec's Summer Day Camp program. Children from the age of 5 to 12 are welcome to attend the camps offered Monday through Friday, from 7:30 a.m. until 6 p.m. Camp starts June 8 and runs through August 7. Cost for the camp is $85 per week, and is expected at time of registration. Parents paying for the whole summer camp will receive one week free of charge. Registration deadline is the Wednesday prior to the week that the child is enrolled in Day Camp. All staff of the Day Camp are certified in CPR and first aid. For more information or to register contact the Joplin Athletic Complex, 625-4750. Registration forms and Parent Handbook is also available under the Programs section on the Parks and Recreation website at joplinparks.org.

If residents enjoy the outdoors and want to try a new exercise – the Parks and Rec department are beginning to offer Aqua Zumba! Offered throughout the week at Schifferdecker Aquatic Center, classes are $5 or rate is discounted by purchasing a monthly pass. For more information about the fun way to get fit, contact Joplin Parks and Rec at 625-4750 or their website joplinparks.org

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With new development in the southern part of Joplin, we've realigned some of our Sunshine Lamp Trolley routes to provide new stops, as well as relocating some existing ones. Starting today, the "Green Route" is no longer providing service west of Main Street along 32nd or 20th streets, but now has added stops at Wildcat Glades Conservation and Audubon Center and Mercy Hospital. Stops on this new section of the Green Route include 30th & Main and 25th & Main. Service to the west of Main Street will continue to be provided by taking the "red route". In addition, the Trolley stop at the former Dillon's store has been moved to Parr Hill Park. By relocating this stop, riders in the neighborhood will no longer have to cross 20th street to access the Trolley. All of the maps and signage at the Trolley Stops have been updated to reflect these changes. In addition, citizens can get Trolley maps and schedules at the Joplin Public Library, City Hall and on any of the Trolleys.

It is with sad news that I report to you and our fellow citizens that former Council Member Vesta Grindstaff died yesterday from injuries received in an automobile accident near her hometown of Trion Georgia. Her husband (Jim) preceded her in death. Ms. Grindstaff was elected to Council on November 25. 2002 and served through April 12, 2004, replacing Dr. Leavens. She was elected again to Council on October 4, 2004 and resigned on April 10, 2006 to run for the open seat of Council Member Guy Palmieri who had passed away. Her term then was October 4, 2004-April 10, 2006. Funeral services for Vesta Grindstaff will be held at 3 p.m. on Wednesday, June 3 from the Summerville First United Methodist Church in Georgia. We ask all to remember Ms. Grindstaff's family and friends during this sad and sudden occurrence. For more information please contact the office of the City Clerk. Flowers will be sent from the City Council and the City Clerk's office to the Mortuary in her Memory.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2014, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Woolston to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 0. Absent: 1, Lewis

There being no further business the meeting adjourned at 6:58 p.m.

Respectfully submitted,

Barbara L. Hogelin, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

June 4, 2015

The Special Meeting for the Joplin City Council began at 4:10 p.m. by Mayor Michael L. Seibert.

Reading of the special call by City Clerk Barbara Hogelin. Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 4:00 p.m. on Thursday, June 4, 2015 at Joplin City Hall, in the 5th Council Chambers, 602 S. Main. The purpose of the Special Meeting is to go hear the report of the State Auditors.

Invocation was read by City Clerk Barbara Hogelin

Flag salute was led by Mayor Seibert.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 9. Absent: 0. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm and Finance Director Leslie Haase.

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 and confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter—more specifically, for a Pre-Exit Status Report from the State Auditor's Office, as set forth in Section 610.021(1) (17) RSMo, as amended, 2014. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Woolston, Second by Mr. Stanley to go into Closed Session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley, and Woolston. 9, Nays: 0.

Meeting was adjourned at 4:15 pm.

Respectfully,

Barbara L. Hogelin, MMC /MPCC City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 1, 2015

Item: COUNCIL BILL NO. 2015-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 5/11/2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 013-15: Northeast corner of Wisconsin Avenue and Montana Place – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) lots 4-11 in the Harmony Heights Subdivision – Kevin Parker.

STAFF SUMMARY:
The proposed rezoning is for future development on this property. This area of Joplin was severely impacted by the May, 2011 tornado and is still largely undeveloped. There is a mixture of residential, commercial, educational, and religious uses nearby, as well as higher-density residential zoning. This rezoning is in compliance with future land use for the City of Joplin as well as the 2012 Comprehensive Plan.

Staff recommends approval of Case 013-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerrod Hogan, Anderson Engineering, Joplin, requested the rezoning of eight single-family residential lots along Montana Place from District R-1 to District R-2 for the construction of duplexes.

Mr. Eastman asked Mr. Hogan about the size of the duplexes, and he replied three bedroom/one bath or two bedroom/two bath units. He discussed the future re-platting of the property and constructing apartments on the property to the north that is already zoned R-3.

Mr. Duncan asked Mr. Hogan how many duplexes are proposed at this time, and he replied eight duplexes.
Mr. Kevin Parker stated he began purchasing lots in this area after the tornado since the proposed

20th Street viaduct will close off Wisconsin Avenue. He thought the R-2 buffer would be a good transition from the viaduct to areas that are already zoned for apartments and commercial uses.

Mr. Ramsour asked if access will be from 22nd Street once Wisconsin Avenue is closed, and Mr. Parker replied from 22nd Street to Wisconsin Avenue to Montana Place, with a right turn onto Montana Place. The lots in this request are on the left-hand side.

Mr. Eastman asked Mr. Bolander if he has received any comments or complaints from the neighbors across the street, and he replied no.

Mr. Duncan asked Mr. Bolander if the closing of Wisconsin Avenue is temporary or permanent. He replied Wisconsin will be closed permanently following construction of the viaduct.

PUBLIC COMMENT:
Mr. Marshall Spencer, 3007 Kansas Avenue, Joplin, appeared on behalf of his son and daughter-in-law who recently purchased a home across the street from this area. He was initially concerned about R-3 zoning or apartments in this area, but he has seen some of the work Mr. Parker has done in the past and is in favor of duplexes. He expressed concern about apartments if Wisconsin Avenue is closed but stated you can access Connecticut Avenue by going south on Montana Place, or to go west on 22nd Street to Indiana Avenue. He supports this request at this time.

Z&P Meeting: May 11, 2015
City Council Meeting: June 1, 2015

STAFF PLANNING REPORT
Rezoning

CASE 013-15: A request to rezone eight lots from R-1 (single-family residential) to R-2 (two-family residential).

LOCATION: The Northeast corner of Wisconsin Avenue and Montana Place; lots 4-11 of the Harmony Heights subdivision.

APPLICANT: Kevin Parker

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1	Undeveloped	1.76 acres

SITE CONTEXT:

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

FUTURE LAND USE:

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

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Wisconsin Avenue	Collector	60'
Montana Place	Local	50'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This site is currently undeveloped and is situated between R-1 (single family residential) and R-3 (multi-family residential) and is suitable for a higher density residential use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change will not detrimentally affect nearby property.

DISCUSSION

The proposed rezoning is for future development on this property. This area of Joplin was severely impacted by the May 2011 tornado and is still largely undeveloped. There is a mixture of residential, commercial, educational, and religious uses nearby, as well as higher-density residential zoning. This rezoning is in compliance with future land use for the City of Joplin as well as the 2012 Comprehensive Plan.

Staff recommends approval of Case 013-15.

ENCLOSURES:

Map

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Wisconsin Ave and Montana Pl
2. Classification of Street(s):
   Arterial _____ Collector Wisconsin Ave Local Montana Pl
3. Right-of-Way Width: Wisconsin Ave = 60 feet, Montana Pl = 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

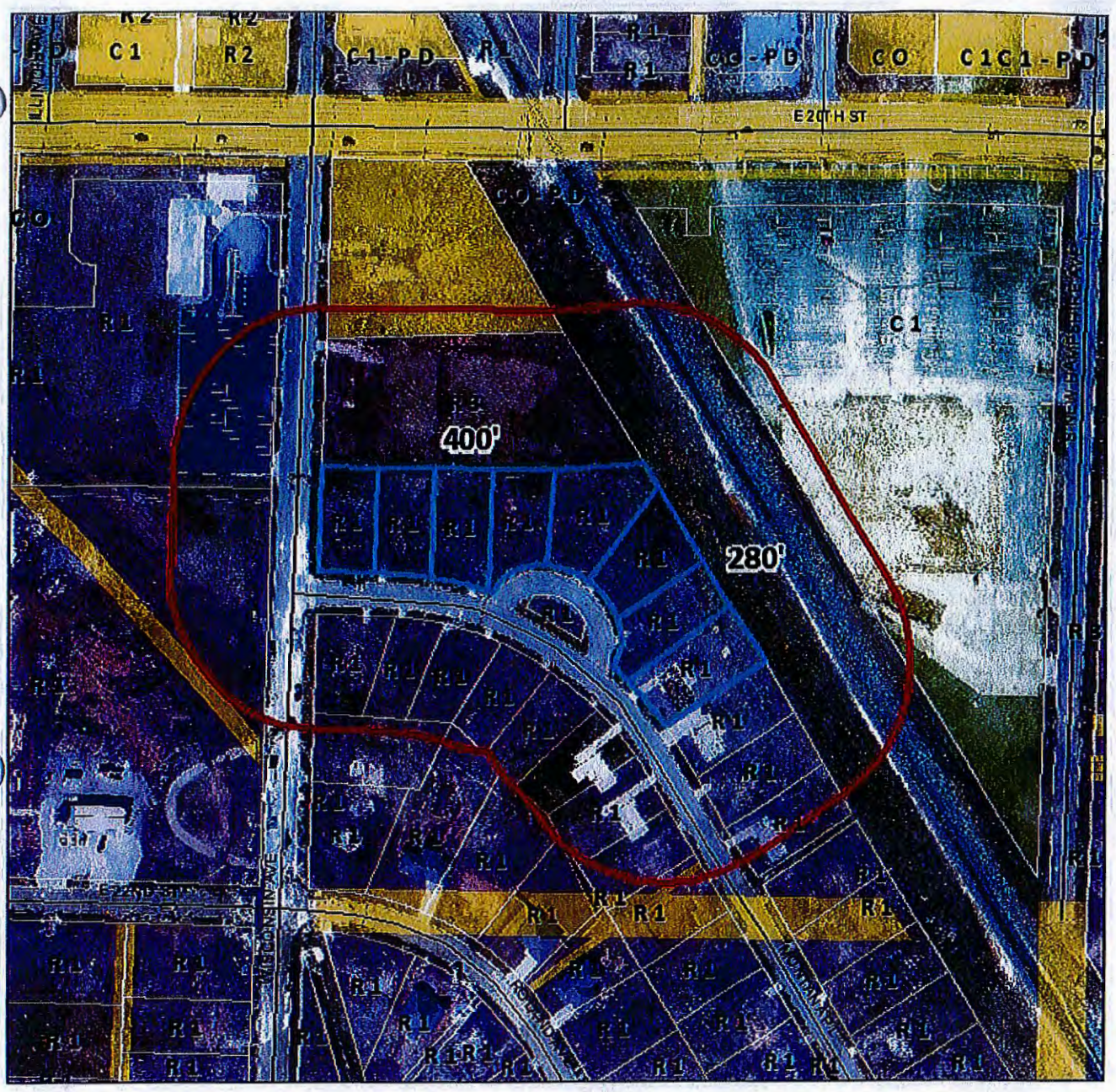
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

This property and the surrounding neighborhood are still redeveloping following the May 2011 tornado.

SIGNATURE: _____ DATE: 4-10-15

BY: Kevin Parker

TITLE: President



Case 013-15: A reqest for the rezoning of lots 4 thru 11 of the Harmony Heights Subdivision, being generally described as located on the Northeast corner of the intersection of Wisconsin Avenue and Montana Place - Kevin Parker.



Case 013-15: Northeast corner of Wisconsin Avenue and Montana Place – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) lots 4-11 in the Harmony Heights Subdivision – Kevin Parker.

Mr. Eastman opened the public hearing for Case 013-15.

Mr. Jerrod Hogan, Anderson Engineering, 811 East Third Street, Joplin, appeared to request the rezoning of eight single-family residential lots along Montana Place from District R-1 to District R-2 for the construction of duplexes.

Mr. Eastman asked Mr. Hogan about the size of the duplexes, and he replied three bedroom/one bath or two bedroom/two bath units. He discussed the future re-platting of the property and constructing apartments on the property to the north that is already zoned R-3.

Mr. Duncan asked Mr. Hogan how many duplexes are proposed at this time, and he replied eight duplexes.

Mr. Kevin Parker appeared and stated he began purchasing lots in this area after the tornado since the proposed 20th Street viaduct will close off Wisconsin Avenue. He thought the R-2 buffer would be a good transition from the viaduct to areas that are already zoned for apartments and commercial uses.

Mr. Ramsour asked if access will be from 22nd Street once Wisconsin Avenue is closed, and Mr. Parker replied from 22nd Street to Wisconsin Avenue to Montana Place, with a right turn onto Montana Place. The lots in this request are on the left-hand side.

Mr. Eastman asked Mr. Bolander if he has received any comments or complaints from the neighbors across the street, and he replied no.

Mr. Eastman asked for comments from the audience.

Mr. Marshall Spencer, 3007 Kansas Avenue, Joplin, appeared on behalf of his son and daughter-in-law who recently purchased a home across the street from this area. He was initially concerned about R-3 zoning or apartments in this area, but he has seen some of the work Mr. Parker has done in the past and is in favor of duplexes. He expressed concern about apartments if Wisconsin Avenue is closed but stated you can access Connecticut Avenue by going south on Montana Place, or to go west on 22nd Street to Indiana Avenue. He supports this request at this time.

Mr. Duncan asked Mr. Bolander if the closing of Wisconsin Avenue is temporary or permanent. He replied Wisconsin will be closed permanently following construction of the viaduct.

Mr. Eastman asked for additional comments from the commissioners and the audience, and none were received. He closed the public hearing for Case 013-15.

MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 013-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING

REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. SMITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

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.: 013-15
Filing Fee: $ 350.00
Date Advertised: 4-26-15
Date Notices Sent 4-27-15
Public Hearing Date: 5-11-15

APPLICANT: Kevin Parker PHONE: 417-434-5552
ADDRESS: 1115 Illinois Ave, Joplin, MO ZIP: 64801
OWNER: Parker Properties and Investments PHONE: 417-434-5552
ADDRESS: 1115 Illinois Ave, Joplin, MO ZIP: 64801
LOCATION OF PROPERTY: Northeast corner of Wisconsin Ave and Montana Pl
LEGAL DESCRIPTION: Lots 4-11 in Harmony Heights Subdivision

Present Zoning R-1 Requested Zoning: R-2 Acreage: 1.76 acres
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-1
South	Vacant	R-1
East	Vacant	C-1
West	Vacant	R-1

CHARACTER OF THE NEIGHBORHOOD: Mixed use of residential, commercial, school, and church. Neighborhood is still redeveloping.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? ____
   If yes, explain: Yes. Duplexes are not allowed under R-1 zoning.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

P & Z Case 013-15
Kevin Parker
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-262 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at the northeast corner of Wisconsin Avenue and Montana Place in the City of Joplin, Jasper County, Missouri.

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

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

Lots 4-11 in the Harmony Heights Subdivision 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

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

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

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 2 – First Amendment
2) Resolution No. 2015-005

Department Head: Troy Bolander TB	Date 6-9-15
Finance Department: Leslie Haase LH	Date 6-9-15
City Attorney: Peter C. Edwards PE	Date 6/9/15
City Manager: Samuel L. Anselm	Date 6/9/15

Recommended Action: Approval of Resolution No. 2015-005

DISCUSSION:

The following is a resolution that authorizes the filing of a first amendment to the Second Partial Action Plan previously approved by City Council for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Partial Action Plan 2 includes an activity for the development of a public park on the southeast corner of 26th and McClelland on land donated by Mercy Hospital.

On May 11, 2015, City Council reviewed concept plans and estimates for the establishment of a passive park on the approximate 18 acre site. The park will provide walking trails, a natural meadow, green areas, a water feature that will also serve as a portion of storm water management in the area, lighting, shelters, and restrooms. Dependent on the level of development of the park, the consultant offered three price points for consideration. City Council gave direction to develop the 18 acre park at an estimated cost of $4.9 million. The park activity was originally funded in the Second Partial Action Plan at $3.2 million.

Therefore, the proposed amendment to Partial Action Plan 2 will move $1.7 million from Infrastructure activities to the Public Park activity to raise the total to $4.9 million. The park is to be completed by May, 2016. Notice of the amendment has been posted. Any public comments received will be shared with City Council on June 15th. If approved, the amendment will be forwarded to HUD for their forty-five day review.

Infrastructure Activities	Partial Action Plan 2
Sanitary Sewer (Design & Construction)	$2,000,000.00
Mercy Public Park	~~$3,200,000.00~~ $4,900,000.00
Public Infrastructure Improvements	~~$6,500,000.00~~ $4,800,000.00
Sub Total	**$11,700,000.00**

RECOMMENDATION:

The staff recommends adoption of this Resolution.

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

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY- ROUND II ($113M)

AMENDMENT 6 TO INITIAL ACTION PLAN

THE CITY OF JOPLIN

(FIRST AMENDMENT TO PARTIAL ACTION PLAN #2)

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

AMENDMENT #6 TO THE INITIAL ACTION PLAN (FIRST AMENDMENT TO THE PARTIAL ACTION PLAN #2)– June 15, 2015

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

Mercy Public Park
Program/Activity Details

Administering Entity:	City of Joplin
Budget:	~~$3,200,000~~ $4,900,000
Geographic Area:	City of Joplin: Tornado Area
Applicant Eligibility:	N/A: Public Facilities and Infrastructure Improvements District Staff
Start/End Dates:	November 2014 – May 2016
Performance Outcomes:	Construction of walking trails, open green space, limited amenities, drive access, and parking spaces

The additional funds are being added due to an increase in project scope to include additional lighting, bathroom amenities, drinking fountains, bike racks, additional landscaping and shelters and additional amenities as needed by the park.

Round II Cumulative Action Plan Budget

Projects	Initial Action Plan #1, Amendments #1-2	Amendment #3 (Partial Action Plan #2)	Amendment #4 (Partial Action Plan #3)	Total Funded to Date
Infrastructure Activities				
Sanitary Sewer (Design & Construction)	$4,500,000.00	$2,000,000.00	$2,500,000.00	$9,000,000.00
Mercy Public Park	$-	~~$3,200,000.00~~ $4,900,000.00	$-	~~$3,200,000.00~~ $4,900,000.00
Crosslines Community Facility	$-	$-	$555,000.00	$555,000.00
Early Childhood Center	$-	$-	$5,000,000.00	$5,000,000.00
Public Infrastructure Improvements	$3,362,400.00	~~$6,500,000.00~~ $4,800,000.00	$1,000,000.00	~~$10,862,400.00~~ $9,162,400.00
Sub Total	**$7,862,400.00**	**$11,700,000.00**	**$9,055,000.00**	**$28,536,400.00**
Economic Development				
	$-	$-		$-
Sub Total	$-	$-		$-
Housing Activities				
	$-	$-		$-
Sub Total	$-	$-		$-
Public Service Activities				
Mental Health Needs	$331,397.00	$-		$331,397.00
Sub Total	**$331,397.00**	$-		**$331,397.00**
Program Administration Activities				
City of Joplin Administrative Costs	$101,951.30	$255,000.00	$249,000.00	$605,951.30
Consultant Administrative Costs	$327,805.20	$255,000.00	$249,000.00	$831,805.20
Planning Costs	$-	$1,530,000.00	$498,000.00	$2,028,000.00
Sub Total	**$429,756.50**	**$2,040,000.00**	**$996,000.00**	**$3,465,756.50**
TOTAL BUDGETED (of $113,276,000.00)	**$8,623,553.50**	**$13,740,000.00**	**$10,051,000.00**	**$34,014,553.50**

Basis for Allocation

In support of its vision to heal the site of the previous hospital, CDBG-DR funds for the Mercy Public Park will support the creation of a public park that will provide a variety of amenities to service multiple beneficiaries as detailed below. This park will provide continuity to the existing public park, school system, and proposed Mercy development within the immediate area.

In response to the destruction of the St. John's Regional Medical Center at 26th & McClelland,

Mercy Health System is rebuilding a 600,000 square-foot hospital at a new location that will serve Joplin's growing healthcare needs. As a visionary project to heal the original 50 acre site of the destroyed hospital, Mercy developed conceptual plans to create a chapel garden over a portion of the original site.

Mercy has indicated they would like to donate a portion of the tract to the City of Joplin to develop as a passive public park to enhance the adjacent Cunningham Park and newly constructed Irving Elementary School to provide a public amenity in the tornado damaged area. The City's public park plans would include such amenities as: open green space, trails, and benches to serve as a continual transition between Cunningham Park and Irving Elementary School.

Creating such a space addresses the needs identified within the CART plan whereby the community requested to develop a community mind-set that values environmental sustainability, links between different types of parks and natural areas to encourage recreational opportunities, increase community gathering spaces, and ensure residents have access to open spaces in rebuilding neighborhoods.

The northern tracts of the proposed park are located in a high percentage LMI area (approximately 60%). The park would also service an adjacent proposed senior living center and could include recreational features that would complement the proposed Autism Center – promoting accessible facilities, healthy behaviors across different community residents with various needs, and increasing access to community features for the nearby LMI community.

CDBG Eligibility and National Objective
This Activity is eligible under 03F Parks, Recreational Facilities and will utilize the National Objective of Low-Moderate Income Area Benefit.

Long-term Recovery from Specific Disaster
Our future goal is to continue increasing the amount and access to open public spaces to meet the City's redevelopment objectives as identified by the community within the CART plan and as part of the overall redevelopment. In particular, this park provides continuity between the existing Cunningham Park, proposed Mercy Garden, and existing Irving Elementary. This project also compliments the proposed Senior and Autism Centers.

RESOLUTION NO. 2015-005

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

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

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

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

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

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

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

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

Section 1. That the City of Joplin file a First Amendment to the Second Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) according to Attachment A with the U.S. Department of Housing and Urban Development.

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

_____

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Item: CDBG –JHAP Program-A Council Bill giving the Director of Planning, Development, and Neighborhood Services and his designated agents the authority to sign certain legal documents associated with the JHAP Program on behalf of the City.
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Resolution. 2015-006

Planning, Development & Neighborhood Srv. Director: Troy Bolander T.B Date: 6-9-15
Finance Department: Leslie Haase Date 6-9-15
City Attorney: Peter Edwards Date 6/9/15
City Manager: Sam Anselm Date 6/9/15

Recommended Action: Approval of Council Bill No. 2015-006

INTRODUCTION:

This agenda item provides a mechanism to allow the Director of Planning, Development, and Neighborhood Services and his designated agents, the authority to sign certain legal documents associated with the day to day administration of the Joplin Housing Assistance Program. (JHAP)

DISCUSSION:

During the day to day administration of the JHAP Program, it becomes necessary to execute certain legal documents on behalf of the City. These documents include, but are not limited to Notices of Foreclosure, Restrictive Covenants, Releases of Deeds of Trusts, Transfer Deeds, and Releases of Restrictive Covenants. It is not practical or time efficient to place these items on City Council agendas for approval. The proposed ordinance would allow the Council to delegate signing of these documents to the Director of Planning, Development, and Neighborhood Services, or his designated agents.

RECOMMENDATION:

City staff recommends approval of Resolution No. 2015-006

RESOLUTION NO.2015-006

A RESOLUTION authorizing the Director of Planning, Development, and Neighborhood Services and his designated agents, the authority to sign legal documents associated with administering the Joplin Housing Assistance Program. (JHAP)

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

WHEREAS, to effectively administer the JHAP program on a day to day basis it is necessary to execute certain legal documents associated with the JHAP Program. These documents include, but are not limited to Notices of Foreclosure documents, Restrictive Covenants, Releases of Deeds of Trust, Transfer Deeds, JHAP Homebuyer Assistance Agreements, and Releases of Deed Restrictions and Covenants.

WHEREAS, The City desires to provide the authority to the Director of Planning, Development, and Neighborhood Services and his designated agents the ability to execute said documents on behalf of the City.

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

Section 1.-The Director of Planning, Development, and Neighborhood Services and his designated agents are authorized to sign legal documents associated with the JHAP Program as outlined in this Resolution to facilitate the operations of the program on a day to day basis.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

ORDINANCES

EMERGENCY

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: June 15, 2015

ITEM: Council Bill No. 2015-003 authorizing the City of Joplin to enter into a Purchase and Sale Agreement by and between New Prime, Inc., a Nebraska corporation, d/b/a Prime, the Joplin Redevelopment Corporation, Inc., and the City of Joplin, Missouri, for the purchase and sale of fifteen (15) tracts of real property owned by the Joplin Redevelopment Corporation.

ORIGINATING DEPARTMENT: Legal Department.

ATTACHMENTS: Council Bill No. 2015-003; Exhibit/Agreement.

DEPARTMENT HEAD: Peter C. Edwards

CITY MANAGER: Sam Anselm

FINANCE DIRECTOR: Leslie Haase

INTRODUCTION:

This Council Bill authorizes the City to approve the Purchase and Sale Agreement with New Prime, Inc. concerning real estate located at the general location of 20th Street and Connecticut Street.

DISCUSSION:

The Council Bill seeks approval of a Purchase and Sale Agreement with New Prime, Inc. ("Prime"). The Agreement requires that Prime purchase fifteen (15) tracts of real property currently owned by the Joplin Redevelopment Corporation ("JRC") for the sum of $1,488,364.75. In return, the City agrees to pay Prime a development fee in the sum of $1,437,500.00.

Prime has expressed an interest in playing a key role in the commercial development of the area around 20th and Connecticut Streets. Prime has also made a demand from the City for various fees that it feels it is owed that would have been owed or paid to Wallace Bajjali. This Agreement resolves all issues regarding any fees or other liability that the City would have to Prime concerning those agreements.

RECOMMENDATION:

Staff makes no recommendation related to this Council Bill.

PCE:ab
attachment

COUNCIL BILL NO. 2015-003 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Purchase and Sale Agreement by and between New Prime, Inc., a Nebraska corporation, d/b/a Prime, the Joplin Redevelopment Corporation, Inc., and the City of Joplin, Missouri for the purchase and sale of fifteen (15) tracts of real property owned by the Joplin Redevelopment Corporation, payment of a development fee, and mutual release; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form on behalf of 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 New Prime, Inc., a Nebraska corporation, d/b/a Prime, the Joplin Redevelopment Corporation, Inc., and the City of Joplin, Missouri, for the purchase and sale of fifteen (15) tracts of real property owned by the Joplin Redevelopment Corporation.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with the sale of real estate, is considered an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of June ____, 2015 (the "Effective Date") by and between NEW PRIME, INC., a Nebraska corporation d/b/a PRIME INC. ("Prime"), the JOPLIN REDEVELOPMENT CORPORATION, INC., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law (the "JRC"), and the CITY OF JOPLIN, MISSOURI ("City of Joplin" and, collectively with the JRC, the "City Parties"). Prime, the JRC and the City of Joplin are collectively referred to herein as the "Parties".

RECITALS

A. The JRC is the owner of Fifteen (15) tracts of real property, more particularly described on Exhibit A attached hereto and incorporated herein (the "JRC Tracts"). The JRC Tracts are located within a proposed private development project generally located near the intersection of 20th Street and Connecticut Avenue in Joplin, Missouri (the "Private Development").

B. The City of Joplin is the owner of a tract of real property located at the intersection of 20th Street and Connecticut Avenue in Joplin, Missouri, upon which the City of Joplin intends to develop, own and operate a public library (the "Public Development").

C. The City of Joplin, as the sole shareholder of the JRC, expects to benefit directly and indirectly by Prime's purchase of the JRC Tracts under this Agreement and is willing to pay the Development Fee (as defined below) to Prime as an inducement to Prime to purchase the JRC Tracts from the JRC and Prime's execution and delivery of the Mutual Release (as defined below) to the City Parties.

D. The Parties wish to facilitate the Private Development through Prime's purchase of the JRC Tracts and the mutual release of all claims.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state as follows:

1. Sale and Purchase of JRC Tracts. Subject to the terms and conditions set forth in this Agreement, the JRC agrees to sell, transfer and convey to Prime and Prime agrees to purchase from the JRC the JRC Tracts. In consideration of Prime's purchase of the JRC Tracts, the City of Joplin agrees to pay Prime a development fee in the amount of One Million Four Hundred Thirty-Seven Thousand Five Hundred Dollars ($1,437,500.00) (the "Development Fee"), which shall be a credit to the Purchase Price set forth below.

2. Purchase Price. The purchase price of the JRC Tracts shall be the sum of One Million Four Hundred Eighty-Eight Thousand Three Hundred Sixty Four Dollars and Seventy-Five Cents ($1,488,364.75), less the Development Fee (the "Purchase Price"). The Purchase Price shall be paid by Prime to the Title Company (as defined below) at Closing by a certified check or wire transfer or immediately available funds.

3. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on or before July 20, 2015 (the "Closing Date") unless otherwise extended by mutual agreement of the Parties. The Closing shall occur on the Closing Date at the offices of _____ (the "Title Company").

4. Closing Costs. The costs of Closing shall be paid at or prior to the Closing Date by and among the Parties as follows:

a. JRC Expenses. The JRC shall pay for (i) the issuance of the Title Commitment, (ii) One-Half (1/2) of the cost charged by the Title Company for the Closing, (iii) any recording fees incurred in connection with the recording of any affidavit, certificate or other instrument to cure, correct or remove any Title Objection, and (iv) any attorney fees separately incurred by the JRC in negotiating, preparing and closing this Agreement.

b. City of Joplin Expenses. The City of Joplin shall pay for any attorney fees separately incurred by the City of Joplin in negotiating, preparing and closing this Agreement.

c. Prime Expenses. Prime shall pay for (i) the premium for the issuance of the Title Policy, (ii) One-Half (1/2) of the cost charged by the Title Company for the Closing, (iii) the cost of recording the Deed, and (iv) any attorney fees separately incurred by Prime in negotiating, preparing and closing this Agreement.

5. Condition of Title to JRC Tracts.

a. Title Commitment. Within five (5) business days after the Effective Date, JRC shall cause the Title Company to furnish Prime with a title insurance commitment issued by Title Company for an ALTA owner's policy of title insurance to insure Prime's fee simple ownership in the JRC Tracts in the amount of One Million Four Hundred Eighty-Eight Thousand Three Hundred Sixty Four Dollars and Seventy-Five Cents ($1,488,364.75) (the "Title Commitment"). The Title Commitment shall set forth the state of title to the JRC Tracts together with legible copies of all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations and all other liens and encumbrances affecting the JRC Tracts.

b. Review of Commitment. If the Title Commitment discloses any matters which are unacceptable to Prime, Prime shall so notify JRC in writing no later than five (5) business days after Prime's receipt of the Title Commitment ("Title Objections"). Any matter contained or shown in the Title Commitment to which Prime does not object in writing, except for any exceptions which constitute deeds of trust, mortgages, ground leases, construction or mechanic's liens or other monetary liens against the JRC Tracts (collectively, "Monetary Liens"), shall be considered "Permitted Exceptions"). JRC shall have until the Closing to cure Prime's Title Exceptions. If JRC fails or is unwilling to cure one or more of Prime's Title Objections, Prime shall have the right to elect to waive such Title Objections and proceed to Closing in accordance with the terms of this Agreement or terminate this Agreement.

c. Encumbrances. JRC shall convey to Prime good and clear record and marketable fee simple title to the JRC Tracts, free and clear of all Monetary Liens, mortgages, leases, tenancies, parties in possession, and other encumbrances, except the Permitted Exceptions.

6. Deliverables; Access; Inspection.

a. Deliverables - JRC. Within five (5) business days after the Effective Date, JRC shall deliver to Prime a copy of any surveys, soils and environmental studies, inspection reports, and appraisals for the JRC Tracts (if any) which are in JRC's possession or control.

b. Access; Inspection. From and after the Effective Date and at all times during the term of this Agreement, Prime and its agents and representatives shall be entitled to enter upon the JRC Tracts for inspection, survey, soil tests, examination, land use planning, and such other matters and investigations as Prime deems necessary and appropriate, all at Prime's sole cost and expense. Prime agrees to indemnify and hold the JRC harmless from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of the exercise by Prime of Prime's right of entry under this Section 6(b).

7. Representations and Warranties - JRC. As of the Effective Date, the JRC represents and warrants to Prime that:

a. Authority. The JRC has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and all documents which are to be delivered by the JRC to Prime prior to or at Closing: (i) have been or will be duly authorized by all requisite action (including the execution of this Agreement by a duly authorized signatory of JRC), (ii) are or will be legal, valid, and binding obligations of the JRC sufficient to convey title to the JRC Tracts, and (iii) do not or will not violate or result in any breach or default of any provisions of any agreement to which the JRC is a party or to which it is subject, or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over the JRC or the JRC Tracts.

b. The JRC owns the JRC Tracts free and clear of any liens, claims or encumbrances except for the Permitted Exceptions, and no person or entity other than JRC has any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, the JRC Tracts or any portion thereof.

c. The representations and warranties of the JRC shall survive the Closing Date.

8. Representations and Warranties – City of Joplin. As of the Effective Date, the City of Joplin represents and warrants to Prime that:

a. Authority. The City of Joplin has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and all documents which are to be delivered by the City of Joplin to Prime prior to or at Closing: (i) have been or will be duly authorized by all requisite action (including the execution of this Agreement by a duly authorized signatory of the City of Joplin), (ii) are or will be legal, valid, and binding obligations of the City of Joplin, and (iii) do not or will not violate or result in any breach or default of any provisions of any agreement to which the City of Joplin is a party or to which it is subject, or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over the City of Joplin.

b. The representations and warranties of the City of Joplin shall survive the Closing Date.

9. Representations and Warranties - Prime. As of the Effective Date, Prime represents and warrants to the City Parties that:

a. Prime has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and all documents which are to be delivered by Prime to the City Parties prior to or at Closing: (i) have been or will be duly authorized by all requisite action (including the execution of this Agreement by a duly authorized signatory of Prime), (ii)

are or will be legal, valid, and binding obligations of Prime sufficient to purchase the JRC Tracts, and (iii) do not or will not violate or result in any breach or default of any provisions of any agreement to which Prime is a party or to which it is subject, or any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over Prime.

b. The representations and warranties of Prime shall survive the Closing Date.

c. Prime is the legal holder and owner of all rights under the Working Capital Loan and Promissory Notes executed by Wallace Bajjali therewith and owns and holds all rights, title and interest to the Financial Rights under Collateral Assignment and Consent to Collateral Assignment.

d. NEW PRIME, Inc., a Nebraska corporation, should have been the correct legal entity named in the Working Capital Loan, Promissory Notes connected therewith, Collateral Assignment and Consent to Collateral Assignment, and not, NEW PRIME, Inc., a Missouri Corporation.

9. Conditions to Closing.

a. Conditions Precedent to Prime's Obligations. Prime shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by Prime, in its sole discretion:

(i) Delivery by the JRC of a general warranty deed, duly executed and acknowledged, conveying all of JRC's right, title and interest in and to the JRC Tracts to Prime free and clear of any and all Monetary Liens, mortgages, leases, tenancies, parties in possession, and other encumbrances, except the Permitted Exceptions, and otherwise in a form reasonably acceptable to Prime;

(ii) The Title Company shall have committed to issue Prime the ALTA Form B owner's policy of title insurance contemplated by the Title Commitment with such customary endorsements as Prime may reasonably request, subject only to the Permitted Exceptions (the "Title Policy");

(iii) All representations and warranties of the City Parties set forth herein shall be true and correct as of the Closing Date;

(iv) Any and all conditions required to be performed or complied with by the City Parties prior to or at the time of Closing in connection with this Agreement shall have been duly performed or complied with by the respective City Parties;

(v) On the Closing Date, there shall have been no material adverse change in the condition of the Property;

(vi) The City Parties shall have obtained any and all consents, approvals, and authorizations which are necessary for the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection with this Agreement; and

(vii) The City Parties shall have delivered to Prime an executed copy of the Mutual Release in substantially the same form as Exhibit B attached hereto.

b. Conditions Precedent to the City Parties' Obligations. The City Parties shall not be obligated to proceed with Closing until all of the following conditions have been satisfied or waived in writing by the City Parties, in their sole discretion:

(i) Prime shall have delivered the Purchase Price to the Title Company pursuant to the terms of this Agreement;

(ii) All representations and warranties of Prime set forth herein shall be true and correct as of the Closing Date;

(iii) Any and all and conditions required to be performed or complied with by Prime prior to or at the time of Closing in connection with this Agreement shall have been duly performed or complied with by Prime;

(iv) Prime shall have obtained any and all consents, approvals, and authorizations which are necessary for the execution, delivery and consummation of this Agreement and all other agreements and documents executed in connection with this Agreement; and

(v) Prime shall have delivered to the City Parties an executed copy of the Mutual Release in substantially the same form as Exhibit B attached hereto.

10. Default and Remedies. In the event of any failure by a party to perform any term, covenant, agreement or obligation of this Agreement to be observed or performed by that party (the "Defaulting Party"), the other party (the "Non-Defaulting Party') shall so notify the Defaulting Party of such failure, and the Defaulting Party shall have ten (10) days after receipt of written notice of such failure to cure such failure. If the Defaulting Party fails to cure such failure within said ten (10) days, the Defaulting Party shall be in default hereunder. In the event of a default, the Non-Defaulting Party shall be entitled to pursue all available legal and equitable remedies including, but not limited to, damages, specific performance and/or injunctive relief.

12. Indemnification – City Parties. To the extent provided by law, The City Parties agree to protect, defend, indemnify and hold harmless Prime and its officers, directors, agents, employees, successors and assigns and any successors to Prime's interest in the JRC Tracts (collectively, the "Prime Indemnitees") from and against all liabilities, losses, costs, obligations, demands, suits, liens, damages, fines, assessments, penalties, forfeitures, actions, defenses, administrative proceedings, judgments, orders, equitable relief, expenses, attorneys' fees and expenses and claims of any kind or nature whatsoever (collectively, the "Liabilities") incurred, sought from or asserted against Prime Indemnitees in connection with: (iii) the JRC Tracts which accrued prior to the Closing Date.

13. Indemnification – Prime. Prime agrees to protect, defend, indemnify and hold harmless the City Parties and their respective officers, directors, agents, employees, successors and assigns (collectively, the "City Parties' Indemnitees") from and against all Liabilities incurred, sought from or asserted against the City Parties' Indemnitees in connection with the ownership of the JRC Tracts which accrue after the Closing Date, or the breach of any warranty or representation contained in this Purchase and Sale Agreement.

14. Notices. Notices given pursuant to this Agreement shall be in writing, shall be given by personal delivery, by facsimile, or by mailing the same to the party entitled thereto at the address set forth below or at such other address as either party may designate in writing to the other party pursuant to the provisions of this section. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by nationally recognized overnight courier service providing receipt of delivery. Notices shall be deemed to be received on the day of actual receipt, in the case of personal delivery, or on the date of receipt set forth in the confirmation of delivery, in the case of facsimile or mailing. Notices shall be forwarded to the following addresses and/or facsimile numbers, subject to change as provided above:

a. If to the JRC: Joplin Redevelopment Corporation
Attention: Chairman
602 S. Main
Joplin, MO 64801

With a copy to: Peter C. Edwards, City Attorney
602 S. Main
Joplin, MO 64801

b. If to the City of Joplin: City of Joplin
Attention: Samuel Anselm, City Manager
602 S. Main
Joplin, MO 64801

With a copy to: Peter C. Edwards, City Attorney
602 S. Main
Joplin, MO 64801

c. If to Prime: Prime, Inc.
2740 N. Mayfair Ave.
Springfield, MO 65803
Facsimile: (417) 496-3729

With a copy to: Richard E. Walters
Spencer Fane Britt & Browne LLP
2144 E. Republic Road, Suite B300
Springfield, MO 65804
Facsimile: (417) 881-8035

15. Waiver. Either party hereto may waive any requirement, covenant, contingency, condition or obligation to be performed by the other party, provided that such waiver shall be in writing and executed by the party waiving the requirement, covenant, contingency, condition or obligation, and shall be specifically designated as a waiver hereunder with reference to the applicable Section and paragraph of this Agreement. Except as hereinabove provided, a waiver by a party of any breach of any term, covenant, or condition contained herein to be performed by a party, or the delay forbearance, indulgence or failure of a party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant, contingency or condition hereof.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any prior understandings, agreements, or representations by or between the Parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Missouri.

18. Brokerage Commissions. None of the Parties have dealt with a broker or other party in connection with this Agreement, and no party is entitled to any commission in connection with this Agreement. Each party agrees to indemnify and hold the other harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fee) paid or incurred by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under the other party.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending terms or provisions in any other situation or in any other jurisdiction.

20. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile.

21. Assignment. No party may assign this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed. Subject to such restrictions and limitations, this Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.

22. Time. Time is of the essence of this Agreement.

23. Attorney's Fees. In the event that it becomes necessary for any party hereto to file suit with respect to this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such suit.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

PRIME:

NEW PRIME, INC., a Nebraska corporation
d/b/a PRIME INC.

By: _____
Name: _____
Title: _____

JRC:

JOPLIN REDEVELOPMENT CORPORATION, INC., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law

By: _____
Name: _____
Title: _____

JOPLIN:

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT A

1917 Carolyn Place:

All of the South 100 feet of Lot Numbered Eight (8) in Watson's First Subdivision, a Replat of Lots 106 and 107 in Banker's Third Addition to the City of Joplin, Jasper County, Missouri.

1840 Delaware:

All of Lot Numbered Sixty (60) Except the North 25 feet thereof in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1921 E. 20th Street/1901 E. New Jersey:

All of Lot Numbered Fifty-Six (56) Except the South 10 feet thereof, and All of Lot Numbered Fifty-Eight (58) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

2203 E. 20th Street:

All of the West 95 feet, Except the North 75 feet thereof, of Lot Numbered One Hundred Four (104) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1801 Delaware:

All of Lot Numbered One Hundred Three (103) in Banker's Third Addition to the City of Joplin Jasper County, Missouri, and All of the North 60 feet of Lot Numbered One Hundred Three-A (103-A) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, and All of the North 60 feet of Miscellaneous Tract Numbered Seven (7) in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW¼) of Section 12, Township 27, Range 33, Jasper County, Missouri.

1802 Delaware:

All of Lot Numbered Sixty-Five (65) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the plat thereof.

1811 Delaware:

All of Miscellaneous Tract Numbered Seven (7) Except the North 60 feet thereof, in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri.

1811½ Delaware:

All of Lot Numbered One Hundred Three-A (103-A) Except the North 60 feet thereof in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1919 E. 20th Street:

All of Lot Numbered Fifty-Five (55) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, Except the South 10 feet thereof.

1820 Delaware:

All of the North 50 feet of Lot Numbered Sixty-One (61) and the South 25 feet of Lot Numbered Sixty-Four (64) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1830 Delaware:

All of the North 25 feet of Lot Numbered Sixty (60) and All of the South 50 feet of Lot Numbered Sixty-One (61) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1825 Carolyn Place:

All of Lot Numbered Five (5) and the North 11 feet of Lot Numbered Six (6) in Watson's First Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1831 Carolyn Place:

All of Lot Numbered Six (6) Except the North 11 feet thereof in Watson's First Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1901 Carolyn Place:

All of Lot Numbered Seven (7) and the North 5 feet of Lot Numbered Eight (8) in Watson's First Subdivision to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

1907 E. 19th Street:

All of the East One-Half of Lot Numbered Sixty-Two (62) in Banker's Third Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

EXHIBIT B

MUTUAL RELEASE

THIS MUTUAL RELEASE (this "Release") is made this __ day of ____, 2015 (the "Effective Date") by and between NEW PRIME, INC., a Nebraska corporation d/b/a PRIME INC. ("Prime"), JOPLIN REDEVELOPMENT CORPORATION, INC., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law (the "JRC"), and the CITY OF JOPLIN, MISSOURI ("City of Joplin" and, collectively with the JRC, the "City Parties"). Prime, the JRC and the City of Joplin are collectively referred to herein as the "Parties". .

RECITALS

A. The Parties have entered into a Purchase and Settlement Agreement (the "Purchase Agreement"), whereby Prime has agreed to purchase fifteen (15) tracts of land, as more particularly described in the Purchase Agreement (the "JRC Tracts").

B. Wallace Bajjali Development Partners, L.P., a Texas limited partnership ("WB"), the City of Joplin and the JRC are parties to a Master Predevelopment Agreement dated as of July 2, 2012 (the "Predevelopment Agreement"), which was terminated by the City Parties on February 3, 2015. WB and the JRC are parties to a certain Land Assemblage, Disposition and Management Services Agreement dated August 20, 2012, 2012 (the "Land Banking Agreement"), which was terminated by the JRC on February 3, 2015. The Predevelopment Agreement and the Land Banking Agreement are collectively referred to herein as the "WB Agreements").

C. WB obtained a line of credit from Prime (the "Working Capital Loan") for the purpose of providing working capital to WB to, in part, enable WB to pursue and fulfill its obligations under the WB Agreements. As collateral for the Working Capital Loan, WB has assigned its right, title and interest in the "Financial Rights" under the WB Agreements as set forth in in detail under the Collateral Assignment of Master Predevelopment Agreement and Land Banking Agreement dated September 1, 2012 between WB and Prime (the "Collateral Assignment"). Pursuant to a Consent to Collateral Assignment of Master Predevelopment Agreement and Land Banking Agreement dated September 5, 2013 (the "Consent to Collateral Assignment"), the City Parties consented to the assignment by WB of its right, title and interest in the "Financial Rights" under the WB Agreements in favor of Prime pursuant to the terms of the Collateral Assignment. Prime has declared a default and acceleration of the Working Capital Loan.

D. The Parties have agreed to mutually release each other from any and all claims, liabilities, obligatons and fees they may have with or against the other party in connection with the WB Agreements, the Collateral Assignment or the Consent to Collateral Assignment.

AGREEMENT

NOW, THEREFORE, for valuable considerations received, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release by Prime. In consideration of the covenants and agreements of the City Parties under this Release and the Purchase Agreement, Prime agrees to release, acquit and forever discharge the City Parties and each of their respective board members, council, officers, employees, agents, successors and assigns of and from all liability, claims, damages, demands, losses, causes of action and actions, whether or known or unknown, anticipated or unanticipated, and whether accrued or accruing, which Prime ever had or may in the future accrue as a result or consequence of any of the following:

a. Any matters relating to or arising from or in any way connected with the WB Agreements, the Collateral Assignment and/or the Consent to Collateral Assignment;

b. Claims arising from or relating to the default of WB under the Working Capital Loan; and/or

c. Any development fees, owner's representative fees, consulting fees or claim to any fees provided in, arising from or relating to the WB Agreements, the Collateral Assignment and/or the Consent to Collateral Assignment.

Notwithstanding the foregoing, nothing contained herein shall be deemed to release the City Parties from their respective obligations under the Purchase Agreement.

2. Release by the City Parties. In consideration of the covenants and agreements of Prime under this Release and the Purchase Agreement, the City Parties agree to release, acquit and forever discharge Prime and its directors, officers, employees, agents, successors and assigns of and from all liability, claims, damages, demands, losses, causes of action and actions, whether or known or unknown, anticipated or unanticipated, and whether accrued or accruing, which the City Parties ever had or may in the future accrue as a result or consequence of any of the following:

a. Any matters relating to or arising from or in any way connected with the WB Agreements, the Collateral Assignment and/or the Consent to Collateral Assignment;

b. Claims arising from or relating to the default of WB under the Working Capital Loan; and/or

c. Any development fees, consulting fees or claim to any such fees provided in, arising from or relating to the WB Agreements, the Collateral Assignment and/or the Consent to Collateral Assignment.

Notwithstanding the foregoing, nothing contained herein shall be deemed to release Prime from its obligations under the Purchase Agreement.

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any prior understandings, agreements, or representations by or between the Parties.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Missouri.

5. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending terms or provisions in any other situation or in any other jurisdiction.

6. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile.

7. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

8. Attorney's Fees. In the event that it becomes necessary for any party hereto to file suit to enforce this Release, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such suit.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Release as of the day and year first above written.

PRIME:

NEW PRIME, INC., a Nebraska corporation d/b/a PRIME INC.

By: _____
Name: _____
Title: _____

JRC:

JOPLIN REDEVELOPMENT CORPORATION, INC., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law

By: _____
Name: _____
Title: _____

JOPLIN:

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: June 15, 2015
ITEM: Council Bill No. 2015-004 approving an Assignment of the Lease Agreement and the Performance Agreement with respect to revenue bonds for the benefit of City of Joplin (3502 Enterprise) LLC.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2015-004; Exhibits/Agreements.

DEPARTMENT HEAD:	Peter C. Edwards
CITY MANAGER:	Sam Anselm
FINANCE DIRECTOR:	Leslie Haase
PLANNING & C.D. MGR:	Troy Bolander

INTRODUCTION:

This Council Bill authorizes the City to approve the Assignment of the Lease Agreement and the Performance Agreement related to the Chapter 100 Revenue Bonds

DISCUSSION:

In 2014, the Council authorized the issuance of up to $8,200,000.00 in Chapter 100 Industrial Revenue Bonds to InSite Real Estate LLC ("InSite"). InSite is a developer, owner and operator of income-producing real estate throughout the United States. InSite developed a new 231,350 square foot warehouse for Cott Beverages (the "Project"). Under the Chapter 100 Bond scenario, the City took ownership of the real estate, and then leased it to InSite under the terms of a Lease Agreement, who then subleased it to Cott. There is also a Performance Agreement that governs the contractual relationship between the parties. The Lease Agreement and Performance Agreement were approved by Council in 2014.

InSite has completed construction of the Project and desires to sell its interest in the Project to ARCP ID Joplin, MO LLC. This requires that the Council approve the purchase and assignment of the Project, the Lease Agreement and the Performance Agreement.

RECOMMENDATION:

Staff recommends that this Council Bill be passed on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2015-004 ORDINANCE NO. _____

AN ORDINANCE approving an assignment of the Lease Agreement and the Performance Agreement with respect to revenue bonds issued for a commercial and manufacturing facility for the benefit of Joplin MO (3502 Enterprise) LLC; and authorizing the City to take certain other actions and approve certain agreements; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City"), is authorized pursuant to the provisions of Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue its revenue bonds for the carrying out of a project under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, the City has approved a plan for a project for commercial and manufacturing facilities for the benefit of Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors and assigns (the "Company"); and

WHEREAS, the City has authorized the issuance of the Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014, in the aggregate principal amount not to exceed $8,200,000 (the "Bonds"), for the purpose of purchasing, constructing, installing and equipping a warehouse/distribution center for the Company in the City (the "Project"), as more fully described in the Trust Indenture, the Lease Agreement and the Performance Agreement related to the Bonds, which Project has been leased by the City to the Company and subleased by the Company to Cott Corporation and its affiliates; and

WHEREAS, the Company has completed the construction of the Project and desires to sell and assign its interests in the Project to ARCP ID Joplin MO, LLC, a Delaware limited liability company (the "Assignee"), but any purchase or assignment of the Project, the Lease Agreement and the Performance Agreement must be approved by the City;

WHEREAS, the City finds and determines that it is necessary and desirable in connection with the proposed sale by the Company to the Assignee that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

BE IT ORDAINED BY THE CITY COUNCIL OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms filed in the official records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Assignment and Assumption of Lease Agreement and memorandum of Lease Agreement between the Company and the Assignee, and approved by the City.

(b) Assignment and Assumption of Performance Agreement between the Company and the Assignee, and approved by the City.

.Section 2. Execution of Documents. The City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 4. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the City Council of the City.

Section 5. That this Ordinance, dealing generally with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT (this "**Assignment**") is dated as of June ___, 2015, by and between **Joplin MO (3502 Enterprise) LLC**, an Illinois limited liability company ("**Assignor**"), and **ARCP ID Joplin MO, LLC**, a Delaware limited liability company ("**Assignee**").

Assignor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest in and to that certain Lease Agreement dated as of December 1, 2014 (the "**Lease**"; any capitalized term not defined herein shall have the meaning given to such term in the Lease) and that certain Memorandum of Lease Agreement dated as of December 1, 2014 and recorded December 31, 2014 in Book 2347, Page 1042, Jasper County, Missouri (the "**Memorandum of Lease**"), between Assignor and **City of Joplin, Missouri**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "**City**"), with respect to the real property described in **Exhibit A** attached hereto.

Subject to the limitations set forth below, Assignor does hereby agree to defend, indemnify and hold harmless Assignee from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Company under and by virtue of the Lease and the Memorandum of Lease prior to the date of this Assignment.

Subject to the limitations set forth below, Assignee does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignor by reason of the failure of Assignee to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Company under and by virtue of the Lease and the Memorandum of Lease on and after the date of this Assignment.

By executing this Assignment, Assignee hereby accepts the assignment of and assumes all obligations and liabilities of the Assignor as set forth in the Lease and the Memorandum of Lease from and after the date hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

Joplin MO (3502 Enterprise) LLC,
an Illinois limited liability company

By: _____
Name: Robin Rash
Title: Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) **ss.**
COUNTY OF DUPAGE)

On this __ day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robin Rash**, who acknowledged herself to be a Manager of **Joplin MO (3502 Enterprise) LLC**, and that as such Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing her name as such Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

[SEAL]

My Commission Expires: _____

ASSIGNEE:

ARCP ID Joplin MO, LLC,
a Delaware limited liability company

By: Cole Corporate Income Advisors II, LLC, a Delaware limited liability company, its Manager

By: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

ACKNOWLEDGMENT

STATE OF _____)
) **ss.**
COUNTY OF _____)

On this ___ day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Todd J. Weiss**, who acknowledged himself to be General Counsel, Real Estate, of **Cole Corporate Income Advisors II, LLC,** a Delaware limited liability company, Manager of ARCP ID Joplin MO, LLC, a Delaware limited liability company, and that as such General Counsel, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such General Counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

[SEAL]

My Commission Expires: _____

CITY:

By executing this Assignment, the City hereby consents to the assignment of the Assignor's interest in the Lease and Memorandum of Lease to Assignee.

To the City's knowledge as of the date hereof: (i) the Lease and Memorandum of Lease have not been assigned, modified or amended except as contemplated herein, and are in full force and effect; and (ii) there exist no defaults under the Lease or Memorandum of Lease by Assignor.

City of Joplin, Missouri,
a constitutional charter city organized and
existing under the laws of the State of Missouri

By: _____
Name: Samuel L. Anselm,
Title: City Manager

ATTEST:

_____
Name: Barbara L. Hogelin
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF JASPER)

On this _____ day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Samuel L. Anselm** and **Barbara Hogelin**, who acknowledged themselves to be the City Manager and City Clerk, respectively, of the **City of Joplin, Missouri**, and that as such officers being authorized so to do executed the foregoing instrument for the purposes therein contained by signing their names as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____ County

My Commission Expires: _____

EXHIBIT A
Legal Description

All of the following described real estate situated in the County of Jasper, State of Missouri:

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERTESECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

ASSIGNMENT AND ASSUMPTION OF PERFORMANCE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PERFORMANCE AGREEMENT (this "**Assignment**") is dated as of June ___, 2015, by and between **Joplin MO (3502 Enterprise) LLC**, an Illinois limited liability company ("**Assignor**"), and **ARCP ID Joplin MO, LLC**, a Delaware limited liability company ("**Assignee**").

Assignor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest in and to that certain Performance Agreement dated as of April 1, 2014 (the "**Performance Agreement**"; any capitalized term not defined herein shall have the meaning given to such term in the Performance Agreement), between Assignor and **City of Joplin, Missouri**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "**City**"), with respect to the real property described in **Exhibit A** attached hereto.

Subject to the limitations set forth below, Assignor does hereby agree to defend, indemnify and hold harmless Assignee from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Company under and by virtue of the Performance Agreement prior to the date of this Assignment.

Subject to the limitations set forth below, Assignee does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Assignor by reason of the failure of Assignee to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Company under and by virtue of the Performance Agreement on and after the date of this Assignment.

By executing this Assignment, Assignee hereby accepts the assignment of and assumes all obligations and liabilities of the Assignor as set forth in the Performance Agreement from and after the date hereof.

This Assignment may be executed in counterparts, which when taken together, shall be deemed one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

Joplin MO (3502 Enterprise) LLC,
an Illinois limited liability company

By: _____
Name: Robin Rash
Title: Manager

ASSIGNEE:

ARCP ID Joplin MO, LLC,
a Delaware limited liability company

By: Cole Corporate Income Advisors II, LLC, a Delaware limited liability company, its Manager

By: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

CITY:

By executing this Assignment, the City hereby consents to the assignment of the Assignor's interest in the Performance Agreement to Assignee.

To the City's knowledge as of the date hereof: (i) the Performance Agreement has not been assigned, modified or amended except as contemplated herein, and is in full force and effect; and (ii) there exist no defaults under the Performance Agreement by Assignor.

City of Joplin, Missouri,
a constitutional charter city organized and
existing under the laws of the State of Missouri

By: _____
Name: Samuel L. Anselm,
Title: City Manager

ATTEST:

_____
Name: Barbara L. Hogelin
Title: City Clerk

EXHIBIT A
Legal Description

All of the following described real estate situated in the County of Jasper, State of Missouri:

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERTESECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 15, 2015

ITEM: COUNCIL BILL NO. 2015-511
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid Tabulation; Real Estate Contract

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

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

DISCUSSION:
Zoning and Planning, followed by the City Council, previously declared a 6-acre tract at 32nd and Oliver as surplus property to be sold utilizing a sealed bid process. Prior to offering the property for sale to the public, the City recently obtained an independent appraisal of the property at 32nd and Oliver. The appraisal value is $177,000.00. Therefore, the City let a bid, with a minimum bid price of $177,000.00 on April 28, 2015. The bid opening was on May 28, 2015. The City received one bid in the amount of $177,000.00 from Landmark Holdings.

Landmark Holdings plans to build a state of the art skilled nursing facility specializing in the care and treatment of the medically complex patient, also known as the Landmark Hospital Transitional Recovery Center (LHTRC). It will be a first-of-a-kind facility in the southwest Missouri region. The facility will have 60 private rooms with specialized medical equipment. The facility will utilize electronic medical records that allows for the coordination of patient care with other local hospitals. This facility will allow medically complex patients to be treated by the same physicians and nurses that cared for them at Landmark Hospital. The projected timeline for this project is as follows:

- September 2015-Certificate of Need Approval
- February 2015-Begin Construction
- February 2016-Complete Construction
- March 2016-Licensure and Admit Patients

The sale of this property is contingent upon the completion of the following items:

- Issuance of a Certificate of Need from the State of Missouri
- Rezoning for the intended use
- Feasibility of construction and the location of utilities
- Buyer secures financing

Closing will occur at the earlier of ninety days after the issuance of the Certificate of Need or twenty days after Buyer notifies seller that all contingencies have been met.

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

COUNCIL BILL NO. 2015-511 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and White Oaks Real Estate Investments of Joplin, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6 acres at 32nd and Oliver; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and White Oaks Real Estate Investments of Joplin, LLC and/or Assigns, a Missouri limited liability company, for the sale of approximately 6 acres of land at 32nd and Oliver, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

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

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This proposed sale needs to be approved in order for the buyer, if the contract is approved, to begin the certificate of need and rezoning process and meet required deadlines of these processes.

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

of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and **White Oaks Real Estate Investments of Joplin, LLC and / or Assigns,** a Missouri limited liability company, hereinafter referred to as the **"Buyer"**.

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows.

"A portion of the Northeast Quarter of Section 21, Township 27 North, Range 33 West in the City of Joplin, Newton County, Missouri, described as follows: Commencing at the Northwest Corner of the Northeast Quarter of Section 21, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, Thence South 01 degree, 42 minutes, 35 seconds, West along the West line of the Northeast Quarter of said Section 50.01 feet; thence South 89 degrees, 36 minutes, 28 seconds East and parallel with the north line of said section 1504.01 feet to a point on the south right-of-way of West 32nd Street; thence South 01 degrees, 42 minutes, 35 seconds West, 500.00 feet; Thence North 89 degrees, 36 minutes, 28 seconds West 986.67 feet to the Point of Beginning; thence South 01 degrees, 42 minutes, 35 seconds, West 297.00 feet; thence North 89 degrees, 36 minutes, 28 seconds, West 517.34 feet; thence North 01 degrees, 42 minutes, 35 seconds East 500 feet, thence South 89 degrees, 36 minutes, 28 seconds East, 517.34 feet; thence South 01 degrees 42 minutes, 35 seconds West 203 feet to the Point of Beginning.

Approximately 6 acres more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyer is One Hundred Seventy Seven Thousand Dollars ($177,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by General Warranty Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a.) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b.) Zoning ordinances in effect at the date of signing of this contract;

c.) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d.) General taxes, state, county, and city for the year of closing and subsequent years, and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. TITLE COMMITMENT/TITLE POLICY.

a.) The Seller shall within twenty (20) days hereof, deliver to the Buyer a commitment to issue a policy of title insurance. Any commitment made hereunder shall be in the amount of purchase price of the Property, naming the Buyer and (mortgagee, if any), as the proposed insured; and issued by a title insurance company licensed to write title insurance in Missouri, which commitment shall insure the title to be marketable as called for by this contract and shall provide that a policy or policies shall be issued after the General Warranty Deed to the Buyer is placed of record. Cost for the title commitment, title insurance, and mortgagee's insurance, if any, shall be paid by Buyer. Buyer, at its sole option, expense and liability may also obtain a current survey of the Property (the "Survey") to determine if there are any defects encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed.

b.) In the event the commitment for title insurance shall not show marketable title in Seller (except liens which can be discharged as a matter of course by the payment of money), or the Survey shall disclose any adverse matters, the Buyer shall specify the objections to the title commitment in writing within ten (10) days after such delivery of the commitment and shall specify the objections to the Survey in writing within ten (10) days after such delivery of the Survey. Any such defects not objected to shall be deemed waived by the Buyer. If any said defects so noted are not corrected within thirty (30) days after the delivery of such objections; then this contract shall be null and void unless the Buyer gives a written notice to the Seller of its election to waive such defects. If the contract is terminated under this Section, then the earnest money is to be refunded to Buyer and if any defect objected to causes a failure of marketable title, the Seller shall be liable for Survey and title examination charges.

c.) It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standard Four of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall be deemed cured if the Seller shall take the curative action, if any, recommended or prescribed by said Standards.

6. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Abbey Title Company, Joplin, Missouri, at Buyer's election, either ninety (90) days after issuance of Buyer's requested Certificate of Need or twenty (20) days after Buyer sends written notice that all contingencies have been met, at which time all moneys and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs including the fee of the closing agent.

7. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract.

8. INSPECTION PERIOD. Buyer may, at Buyer's option and expense, obtain any written inspection reports of the Property from any independent qualified inspector, contractor, appraiser, or consultant that Buyer or its lender may engage, as deemed necessary by the Buyer or its lender, including but not limited to Phase I and/or Phase II environmental reports, core drillings, soil and/or drainage tests, floodplain reports, engineering reports, geotechnical reports, and any other inspection, test, or report deemed necessary to evaluate the soundness and fitness of the Property for Buyer's development purposes. Buyer may also review zoning regulations, and any and all governmental and quasi-governmental laws, ordinances, restrictions, and permit requirements to evaluate the soundness and fitness of the Property for Buyer's development purposes. Purchase of the Property is also contingent upon approval of Buyer's application for a certificate of need by the State of Missouri, on or before the completion of the inspection period, for the building of a facility containing skilled nursing beds on the Property. Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable notice to allow Buyer to perform such inspections.

Buyer shall furnish to Seller a complete copy of the written inspection report(s) with written list of unacceptable conditions(s) (hereinafter referred to as the "Inspection Notice") within ninety (90) days following the date of the last party to this contract affixes his or her signature hereto. The Inspection Notice shall state one of the following. 1.) Buyer is satisfied with all inspections; 2.) Buyer intends that any unacceptable conditions are to be satisfied by the Seller; or 3.) Buyer is terminating the contract with the earnest money to be returned to Buyer. Buyer's failure to provide Seller with the Inspection Notice as hereinabove provided shall be deemed a waiver and acceptance of any condition any inspection has or may have disclosed.

Seller shall have ten (10) days following receipt of Buyer's Inspection Notice in which to respond in writing to Buyer's Inspection Notice. The parties shall have an additional ten (10) days after Buyer's receipt of Seller's written response to reach a written agreement as to who will complete and pay for correction of the defects, or as to a monetary adjustment at closing in lieu of correction of the defects. Failure to reach such a written agreement shall cause the contract to automatically terminate. The Buyer's earnest money deposited in escrow shall immediately be returned to the Buyer.

9. CONDITION OF PROPERTY. In accordance with Paragraph 8 above, Buyer is solely responsible for performing any and all inspections it deems necessary to determine if the Property is suitable physically, environmentally and otherwise for its development purposes.

Buyer understands that if it objects to a condition of the Property revealed by inspection it must do so according to the procedures outlined in Paragraph 8. Neither the Seller nor any person on Seller's behalf has made, nor do they make, any representations, warranties or agreements as to the value, condition, quality or suitability of said real estate or improvements. Buyer takes the property in its present and "AS IS" condition.

10. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

11. REPRESENTATIONS/WARRANTIES.

a.) Seller covenants, represents, and warrants to Buyer, which Covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the Property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract. There will be no contracts for services or supplies which expressly or impliedly, will be binding upon the Purchaser or upon the Property after the Closing.

5. To the best of Seller's knowledge, the location, construction, occupancy, operation, and use of the Property does not violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority, or any board of fire

underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Property, including without limitation all applicable zoning ordinances and building codes, flood disaster laws, and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws").

6. To the best of Seller's knowledge, the Property, and Seller are not currently in violation of or subject to : (i) any existing, pending, or threatened investigation or inquiry by any governmental authority; or (ii) any remedial obligations under any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property. Seller shall have no obligation to remove or take any action to cure or remediate any environmentally hazardous material from the Property if any environmentally hazardous material is found on the Property.

7. Seller does not have knowledge of any hazardous substances or solid wastes that have been disposed of or otherwise released on the Property. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" or "disposed" shall have the meanings specified in RCRA; provided, to the extent that the laws of the State of Missouri establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

8. Seller does not have knowledge that the Property is within any area determined to be flood-prone under the Federal Flood Protection Act of 1973; and Seller shall immediately notify Buyer of any material change in respect to the Property or any information heretofore or hereafter furnished to Buyer with respect to the Property.

b.) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer is a Missouri limited liability company in good standing and William K. Kapp, III, M.D. is authorized by White Oaks Real Estate Investments of Joplin, LLC to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

12. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in the interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate. Any inspection or testing that is performed shall leave the real estate in as good as condition as it was prior to inspection or testing.

13. HOLD HARMLESS.

a.) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants, or agreements herein contained. Such costs and expenses shall include without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b.) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the Property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

14. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment as described hereinabove.

a.) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a General Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute, acknowledge and deliver to Buyer and the Title Company, such documentation as may be reasonably required to confirm the power of authority of the Seller to execute and deliver this contract, the above referenced General Warranty Deed, and all other documents necessary or advisable to consummate the transactions contemplated under this contract.

3. Execute, acknowledge and deliver to Buyer and the Title Company, such documentation as may be reasonably required to delete the Standard Exceptions to the Title Policy. In the event that a survey is required, any costs associated therewith shall be borne by Seller.

b.) At Closing, Buyer shall do the following:

1. Execute and provide at closing all documents reasonably required by the Title Company for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

15. DEFAULT. If either party defaults in the performance of any obligations under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

a.) If Seller defaults, Buyer may: (1) specifically enforce this contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written notice to Seller and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible to ascertain the extent of actual damages caused by Seller's breach and that return of the earnest money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this contract, the earnest money, less any expenses incurred by or behalf of Buyer, shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the broker assisting Seller pursuant to any listings or other brokerage service agreement between them

b.) If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written notice to Buyer, and retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that return of the earnest money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If earnest money is retained by Seller as liquidated damages, any right or interest of the broker assisting Seller with respect thereto shall be as set forth in the listing or other broker service agreement entered into between them.

16. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

17. ASSIGNMENT. Buyer has the express right to assign this contract conditioned on thirty (30) days written notice being given to the Seller before said assignment.

18. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

19. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

20. GOVERNING LAW AND VENUE. This contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri and venue for any disputes between the parties shall lie only in the Circuit Court of Jasper County, Missouri.

21. TIME. Time is of the essence for this Contract.

22. POSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

23. CONTINGENT UPON APPROVAL. This contract is contingent upon Seller obtaining approval of this contract by its City Council, to be obtained within thirty (30) days of the execution of the contract.

24. CONTINGENT UPON REZONING. This contract is contingent upon the successful rezoning of the Property for Buyer's intended use and other contingencies expressed in Exhibit "A", which is incorporated fully into this Contract by this reference. Upon the failure of any one or more of the contingencies set forth in Exhibit A or in this Contract, Buyer may terminate this Contract upon written notice to Seller and upon such termination all earnest money shall be returned to Buyer.

25. EARNEST MONEY. Buyer shall deliver to Abbey Title Co., Joplin, MO, upon execution of this Contract in the amount of One Thousand Dollars ($1,000.00) which shall be applied towards the purchase price at Closing.

26. REAL ESTATE AGENT. Buyer has enlisted the service of a real estate agent and Buyer is solely responsible for payment of any commission fee to the agent per a separate agreement between agent and Buyer.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Samuel L. Anselm, City Manager
"SELLER"

White Oaks Real Estate Investments of Joplin, LLC and/or Assigns

_____

By: William K. Kapp, III, M.D.
Manager
"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter Edwards, City Attorney

24. CONTINGENT UPON REZONING. This contract is contingent upon the successful rezoning of the Property for Buyer's intended use and other contingencies expressed in Exhibit "A", which is incorporated fully into this Contract by this reference. Upon the failure of any one or more of the contingencies set forth in Exhibit A or in this Contract, Buyer may terminate this Contract upon written notice to Seller and upon such termination all earnest money shall be returned to Buyer.

25. EARNEST MONEY. Buyer shall deliver to Abbey Title Co., Joplin, MO, upon execution of this Contract in the amount of One Thousand Dollars ($1,000.00) which shall be applied towards the purchase price at Closing.

26. REAL ESTATE AGENT. Buyer has enlisted the service of a real estate agent and Buyer is solely responsible for payment of any commission fee to the agent per a separate agreement between agent and Buyer.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Samuel L. Anselm, City Manager
"SELLER"

White Oaks Real Estate Investments of Joplin, LLC and/or Assigns

_____

By: William K. Kapp, III, M.D.
Manager
"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter Edwards, City Attorney

Exhibit "A"

Paragraph 27 – Special Agreements

1.) Closing of this contract is contingent upon Buyer being satisfied as to the following:

a.) Issuance to Buyer, or an affiliate of Buyer, of a Certificate of Need from the State of Missouri, allowing Buyer to build a facility containing skilled nursing beds on the Property. Issuance of the Certificate to occur on or before September 30, 2015.

b.) Prior to closing, the successful rezoning of the Property for Buyer's intended use.

c.) Feasibility of construction of Buyer's proposed facility on the Property.

d.) Feasibility of extending gas, water, electricity and sewer services to the parcel.

2.) Closing shall be the earlier of ninety (90) days after issuance of a Certificate of Need identified in paragraph 1.a. of this document, or twenty (20) days after Buyer sends Seller written notice that all contingencies have been met, at Buyer's election. If closing does not occur before December 31, 2015, this Agreement shall be null and void.

3.) The closing date stated at Paragraph 2 above may be extended upon a signed written agreement by the parties. Written notice shall be delivered to Seller no less than thirty (30) days prior to the closing date stated at Paragraph 2.

4.) Buyer's obligations under this Contract are contingent upon its securing adequate financing upon terms and conditions, at rates and from a lender acceptable to the Buyer in Buyer's sole discretion.

5.)

6.) At closing, Bill Beall Company, shall be paid a six percent (6%) commission on the offered price of $177,000.00. Payment of said commission is the responsibility of the Buyer and shall be governed by a separate agreement between Buyer and Bill Beall Company.



Case 041-06: East side of Oliver Avenue approximately 600 feet South from the intersection of 32nd Street and Oliver Avenue - A request to declare excess city property - City of Joplin (Richard Largent).

Divider II

1. Provide a complete detailed project description

Landmark Hospital Transitional Recover Center (LHTRC) will be a state of the art skilled nursing facility specializing in the care and treatment of the medically complex patient. It will be a first-of-a-kind facility in the southwest Missouri region. LHTRC will be comprised of 60 all private rooms each with medical oxygen and suction and ADA compliant private baths. LHTRC will utilize the latest generation electronic medical record, Chartpad, which will provide a seemless link to Landmark Hospital and other local hospitals to better coordinate care of patients. Chartpad uses a voice driven electronic health record that is simple and intuitive, and incorporates telemedicine to allow physicians remotely see and evaluate patients. LHTRC will also employ, Sotera Wireless, an individual patient monitoring system that non-invasively, and continuously, collects and transmits patient data such as blood pressure, heart rate, oxygen saturation, patient position and EKG to Chartpad and a monitoring station so that any deterioration of patient condition is promptly identified and corrected.

LHTRC will be unique in that it will allow medically complex patients to be treated by the same physicians and nurses that have followed them in Landmark Hospital. As patients move through the post- acute continuum, they can rest assured that the same care team will follow them from hospital to LHTRC to home. This will minimize medication errors, ensure proper post discharge orders are carried out, and thereby markedly improve outcomes. By creating this integrated post-acute care delivery system patients will benefit and costs will be reduced by avoiding unnecessary readmissions and intervening early before a patient's condition deteriorates to a point requiring readmission.

2. Provide a timeline for project

September 14, 2015 – CON approval

February 1, 2015 – begin construction

February 1, 2016 – complete construction

March 1, 2016 – licensure

March 15, 2016 - admit patients

City of Joplin, Missouri
2015-03
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 10:00 am Thursday, May 28, 2015 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will not be considered.

32nd & Oliver **$177,000.00**

A portion of the Northeast Quarter of Section 21, Township 27 North, Range 33 West in the City of Joplin, Newton County, Missouri, described as follows: Commencing at the Northwest Corner of the Northeast Quarter of Section 21, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, Thence South 01 degree, 42 minutes, 35 seconds, West along the West line of the Northeast Quarter of said Section 50.01 feet; thence South 89 degrees, 36 minutes, 28 seconds East and parallel with the north line of said section 1504.01 feet to a point on the south right-of-way of West 32nd Street; thence South 01 degrees, 42 minutes, 35 seconds West, 500.00 feet; Thence North 89 degrees, 36 minutes, 28 seconds West 986.67 feet to the Point of Beginning; thence South 01 degrees, 42 minutes, 35 seconds, West 297.00 feet; thence North 89 degrees, 36 minutes, 28 seconds, West 517.34 feet; thence North 01 degrees, 42 minutes, 35 seconds East 500 feet, thence South 89 degrees, 36 minutes, 28 seconds East, 517.34 feet; thence South 01 degrees 42 minutes, 35 seconds West 203 feet to the Point of Beginning. Approximately 6 acres more or less. (Zoned R1 and R3) **Minimum Bid Price is $177,000.00.**

MARK BID ENVELOPES: "BID 2015-03 LAND SALE 10:00 A.M. May 28, 2015"

Questions concerning the specifications and bidding procedures should be directed to Leslie Haase, Finance Director at 602 South Main Street, Joplin, MO, 64801 or by calling 417-624-0820 ext. 251 or emailing lhaase@joplinmo.org.

BIDDER: LANDMARK HOLDINGS OF MO, LLC AND/OR ASSIGNS

SIGNATURE: _____

Dr. William Kapp

The City of Joplin is offering for sale one parcel of property.

32nd & Oliver

The property is located at 32nd & Oliver (A portion of the Northeast Quarter of Section 21, Township 27 North, Range 33 West in the City of Joplin, Newton County, Missouri, described as follows: Commencing at the Northwest Corner of the Northeast Quarter of Section 21, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, Thence South 01 degree, 42 minutes, 35 seconds, West along the West line of the Northeast Quarter of said Section 50.01 feet; thence South 89 degrees, 36 minutes, 28 seconds East and parallel with the north line of said section 1504.01 feet to a point on the south right-of-way of West 32nd Street; thence South 01 degrees, 42 minutes, 35 seconds West, 500.00 feet; Thence North 89 degrees, 36 minutes, 28 seconds West 986.67 feet to the Point of Beginning; thence South 01 degrees, 42 minutes, 35 seconds, West 297.00 feet; thence North 89 degrees, 36 minutes, 28 seconds, West 517.34 feet; thence North 01 degrees, 42 minutes, 35 seconds East 500 feet, thence South 89 degrees, 36 minutes, 28 seconds East, 517.34 feet; thence South 01 degrees 42 minutes, 35 seconds West 203 feet to the Point of Beginning. Approximately 6 acres more or less.) (Zoned R1 and R3) There is a minimum bid of $177,000.00 for this parcel.

The City will accept sealed bids until 10:00 am Thursday, May 28, 2015 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Bid forms are available from Leslie Haase, Finance Department, by calling 417-624-0820 ext. 251 or emailing lhaase@joplinmo.org. Any bids received after the specified deadline will not be considered.

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

Leslie Haase, CPA, CMA
Finance Director

Publication Date: Tuesday, April 28, 2015

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 15, 2015

COUNCIL BILL 2015-512
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: EXHIBIT "A"

Finance Director: Leslie Haase
Planning Director: Troy Bolander T.B.
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves an Agreement with the Missouri Department of Economic Development to provide reimbursement for the removal of concrete debris and demolition as the result of the EF-5 tornado that struck our community on May 22, 2011.

DISCUSSION:
Under FEMA regulations, the cost of the removal of concrete from debris and demolition efforts is not eligible for reimbursement. As a result in late 2011, the Missouri Department of Economic Development awarded a pass-through CDBG grant to the City of Joplin to cover the cost of removing concrete in the public rights-of-way, as well as to assist with the demolition and removal of any remaining foundations and concrete remains. Council previously accepted this grant from the State.

Subsequently, the State has reallocated the grant award to their 2013 CDBG-DR allocation. As a result, the City needs to execute new paperwork for the movement by the State to a later grant award. Originally, the grant award was $4,000,000.00. However, the City has completed the majority of this work and expects to finish this work by the summer of 2016. As a result the grant award has been reduced to $2,762,626.00. This grant covers 100% of the costs incurred by the City in this cleanup effort.

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

COUNCIL BILL NO. 2015-512 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri Department of Economic Development to provide reimbursement for the removal of concrete debris and demolition as the result of the EF-5 tornado; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the removal of concrete debris and demolition caused by the devastating EF-5 tornado that struck our community on May 22, 2011 is not an eligible reimbursable cost under FEMA regulations; and,

WHEREAS, the State is passing through Community Development Block Grant resources to assist with this cleanup effort; and,

WHEREAS, the City of Joplin desires to receive reimbursement from CDBG passed through the Missouri Department of Economic Development;

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

Section 1. That the Agreement by and between the City of Joplin and Missouri Department of Economic Development to provide reimbursement for the removal of concrete debris and demolition as the result of the EF-5 tornado, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by 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, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, in so much as it provides for reimbursement for and relates to concrete removal and demoliton, and as such shall become effective immediately upon its passage.

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

of _____, 2015, by a _____vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Jeremiah W. (Jay) Nixon
Governor

MISSOURI
Department of Economic Development

Mike Downing, CEcD
Director

May 20, 2015

Leslie Haase
Finance Director
602 S. Main
Joplin, Missouri 64801

Re: 2013-DS-03 (Joplin)

Dear Ms. Haase:

Enclosed are three copies of the Funding Approval and Grant Agreement for your Community Development Block Grant project. You should sign **all three copies** of the grant agreement, have it attested by the appropriate local official and **sealed**. Return **all three complete sets** to DED and, after state execution, one set will be returned for your files.

This grant agreement will replace the grant agreements previously sent with the grant number 2012-DT-02. We are converting this award to the 2013 Disaster allocation with the grant number referenced above.

The period of the grant agreement began 5/11/15. However, eligible debris removal and administrative costs may be incurred as of 9/20/11. Foundation and structure removal costs may be incurred as of the date of the environmental review release (2/14/12). Requests for funds may not be submitted until the grant agreement has been executed by the state and returned to your office. Procedures set forth in the "CDBG Administrative Manual" will be in effect for your grant.

If you need any assistance or have questions, please do not hesitate to contact me.

Sincerely,

Andy Papen
CDBG Manager
Business & Community Services

Enclosures
CERTIFIED MAIL

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPROVAL

under Title 1 of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended.

1. NAME AND ADDRESS OF GRANTEE		9. PROJECT DESCRIPTION (indicate specific scope of each activity, regardless of funding source)
Joplin DUNS: 01-064-9846 **602 S. Main** FEIN: 44-6000196 **Joplin, Missouri 64801** **Jasper/Newton Counties**		Demolition of approximately 150 structures and 1,360 foundations/slabs/basements. Debris removal only has been determined not to be subject to Davis-Bacon and the environmental review has determined exempt status. Authority to Use Grant Funds issued 2/14/12. Eligible (exempt) costs may be incurred as of 9/20/11. Demolition is subject to Davis-Bacon and state prevailing wage.
2. PROJECT NUMBER **2013-DS-03**	3. SEN DIST. REP DIST **32** **161**	
4. POPULATION **50,150**	5. NO. OF BENEFICIARIES **50,150p/20,201f**	
6. GRANT AWARD DATE **05/11/15**	7. GRANTEE FYE DATE **10/31**	

8. MAXIMUM CDBG GRANT AWARD	9. GRANT AMOUNT OBLIGATED THIS AWARD	10. GRANT AMOUNT REMAINING TO OBLIGATE
$2,762,626.00	**$2,662,626.00**	**$100,000.00**

NATIONAL OBJECTIVE:	LMI PERSONS:	LMI FAMILIES:
URG	**N/A**	**N/A**

PROGRAM ACTIVITY	EXP DATE	ACT. NO	DRGR #	REQ. ENV. REV.(1)	CDBG FUNDS AWARDED	CDBG FUNDS OBLIGATED	MATCHING FUNDS RECIPIENT CASH	RECIPIENT IN-KIND	PRIVATE	OTHER STATE/FED
DB-Demolition		3		Y	$ 519,480					
Demolition	**5/10/2017**		DS-JOP03-P1			**$ 419,480**				
Interim Assistance		32		N	$ 2,240,130					
Debris Removal	**5/10/2017**		DS-JOP16-P1			**$ 2,240,130**				
Administration		35		N	$ 3,016					
Administration	**5/10/2017**		DS-JOP35-P1			**$ 3,016**				
TOTAL					**$ 2,762,626**	**$ 2,662,626**	**$ 0**	**$ 0**	**$ 0**	**$ 0**

(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Authority to use Grant Funds" is issued by DED.

(2) This column represents the maximum amount of CDBG funds approved for each activity, except that the grantee may transfer funds between activities an amount not to exceed $10,000 or 10% of the total CDBG allocation, whichever is less, except that administration, audit and engineering costs must be changed via contract amendment.

PREPARED BY	DATE
Andy Papen	**05/18/15**

(DED Form GA-2014)
STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Grant Agreement is made by and between the State of Missouri, Department of Economic Development (DED), herein called the "State" or "DED," and the City of Joplin herein called the "Grantee," pursuant to the authority of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG). The Grantee's submissions (including "Assurances") for CDBG assistance, Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570, the State's FY-2014 "Consolidated Plan," the State's FY-2014 CDBG Administrative Manual, and the State's FY-2014 CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the DED Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Grantee agree as follows:

1. Subject to the provisions of this Grant Agreement, the State will make the funding assistance for Federal fiscal year 2014 specified in the attached DED Funding Approval form (the "Funding Assistance") available to the Grantee for completion of the project identified on the Grantee's FY 2014 CDBG Application (the "Project") upon execution of the Agreement by the parties. The obligation and utilization of the Funding Assistance is subject to the requirements for a release of funds by the State under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
2. The Grantee agrees that it will complete the Project within three years from the effective date of this CDBG Grant Agreement.
3. The Grantee agrees that it will fully expend awarded funds by the Expenditure Date listed for each activity on this CDBG Grant Agreement. Activities that do not have an Expenditure Date listed (EXP DATE) are not considered to be obligated and may not be expended prior to issuance of a revised Funding Approval.
4. The Grantee agrees to comply with the principles for determining allowable costs found in 2 CFR 225 (OMB Circular A-87).
5. The Grantee agrees to accept responsibility for adherence to this Agreement by any and all subrecipient entities to which it makes available any portion of the Funding Assistance.
6. The Grantee agrees that any and all such amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
7. The Grantee agrees that any proposed construction-related activity budget variances (from the Funding Approval form) in excess of 10% of the amount of this Agreement or $10,000 (whichever is a lesser amount) shall be approved by DED in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Grantee's governing body in advance of an obligation of such activity. No variance is allowed for non-construction activities, such as administration, engineering, audit, and inspection, unless approved by DED.
8. The Grantee agrees to complete the Project in its entirety and as indicated in the Funding Approval form unless amended in writing and executed by all parties to this Agreement.
9. The Grantee agrees to comply with all state or federal legal, programmatic, or administrative requirements imposed by or described in the CDBG Administrative Manual or the CDBG 2014 Guidelines. The Grantee also agrees to comply with any other requirements of the State, including special requirements of law, program requirements, and other administrative requirements. The Grantee is aware that this includes, but is not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual.
10. The Grantee agrees that upon Project completion, any CDBG funds remaining from the allocation indicated in the Funding Approval form shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
11. The Grantee agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984 (amended 1996), and to provide DED with all required audits. The Catalog of Federal Domestic Assistance (CFDA) number for state CDBG grants is 14.228.

12. The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.

13. The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the Project only, and none of the funds so held or received shall be diverted to any other use or purpose.

14. The Grantee agrees that any material prepared by the Grantee or persons or firms employed or contracted by the Grantee shall not be subject to copyright, and the State shall have the unrestricted authority to publish, distribute, or otherwise use, in whole or in part, any reports, data, or other material prepared under this Agreement.

15. The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Grantee's obligations.

16. The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.

17. The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, and also agrees to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

18. Any Grantee receiving over $100,000 in CDBG funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.

19. The Grantee agrees to comply with all reporting requirements of the United States Dept. of Housing and Urban Development performance measurement or financial systems, including but not limited to the Disaster Recovery Grant Reporting (DRGR) system or Integrated Disbursement and Information System (IDIS). DED may suspend requests for CDBG funds by the Grantee for failure to comply with any specific requirement of reporting.

20. The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.

21. The Grantee agrees to obtain and comply with all relevant State and/or Federal permits and licenses related to construction and operation of any development activity funded by CDBG. The Grantee agrees and understands that copies of those permits and licenses shall be made available to CDBG, DED, or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict access by the Grantee to the Funding Assistance.

22. In the event that the Grantee has, in DED's sole discretion, failed to comply with this Agreement or any other CDBG program requirement, the Grantee shall perform any remedial actions determined appropriate by the State to correct the deficiency, which actions may include, but are not limited to:

    a. The Grantee's repayment or reimbursement to the State or local CDBG fund (at DED's discretion) of inappropriately used CDBG funds;

    b. The Grantee's return to the State of CDBG funds deposited at the Grantee's local financial institution;

    c. The Grantee's return to DED or the supplier of any equipment, materials, or supplies purchased, leased, or lease purchased using CDBG funds; and

    d. Any other actions the State deems appropriate.

    Such actions shall be performed by the Grantee in the time period specified by the State in writing to the Grantee. The State may also refuse the Grantee's requests for CDBG funds or take other actions as the State deems appropriate to ensure proper performance of the terms of this Agreement and compliance with CDBG requirements.

23. The State may terminate this Agreement in whole or in part, at any time, including before Project completion, whenever it is determined by the State that the Grantee has failed to comply with the conditions of this Agreement. The State shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not obligate the Funding Assistance in any way after the effective date of the termination of the Agreement and it shall be the Grantee's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

24. The State and Grantee each binds himself to his successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

25. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969 and published in 24 CFR Part 58.

26. The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k), and 105(a)(11) of the Act.

27. The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35; State statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 - 701.324, RSMO and Work Practice Standards at 19 CSR 30-70; and OSHA regulations at 29 CFR 1926.

28. The Grantee agrees to comply with Public Law 103-355 concerning procurement standards, except that the maximum threshold for small purchases shall remain at $25,000.

29. The Grantee agrees to comply with federal labor standards requirements as defined in the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and the Missouri Prevailing Wage Law.

30. The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities funded by the grant.

31. The Grantee agrees that as applicable, contracting organizations and their principals are not suspended or debarred from federal procurement and non-procurement programs.

32. The Grantee agrees that any program income generated by the use of CDBG funds (including, but not limited to, sale of property acquired or constructed in whole or in part with CDBG funds) will be used for CDBG eligible activities that meet a HUD national objective, or returned to DED. Use of program income is entirely at DED discretion. The Grantee also agrees that it will inform DED of the generation of any program income after the closing of the project. Program income generated while the project remains open and active must be used for CDBG-eligible costs prior to drawing additional CDBG funds for those costs.

33. The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG 2014 Guidelines.

34. The State agrees that it may, at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Grantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the Project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

GRANTEE (CITY/VILLAGE/COUNTY):

TYPED NAME:

SIGNATURE

_____

CHIEF EXECUTIVE OFFICER DATE
(City Mayor, Village Board Chairman, or Presiding County Commissioner)

TYPED NAME:

SIGNATURE

_____

ATTEST DATE
(City, Village, County Clerk, or other official of the Grantee)

STATE OF MISSOURI

TYPED NAME:

SIGNATURE

_____

Sallie Hemenway, Director DATE
Business and Community Services
DEPARTMENT OF ECONOMIC DEVELOPMENT

Note: The Grantee's seal must be affixed over the Grantee's signatures. If no such seal exists, it must be properly notarized. Three copies with original and typed signatures are required.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Item: COUNCIL BILL NO. 2015-610
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Authorization to accept an Agreement by and between the City of Joplin and Construction Services Group, Marion Company, Inc. for Renovation Hangar A at the Joplin Regional Airport on and emergency basis.

Summary: In September of 2014 City Council approved the acceptance of a MoDOT Aviation State Block Grant of $300,000 for the rehabilitation of the Hangar Building "A" project. All cost for this project will be paid from this State Block Grant based on a 95/5 State/Local share. The Local Share will be approximately $15,790.00. Eligibility of these funds expire after three funding years.

The engineering firm of Crawford, Murphy, & Tilley (CMT) was selected to assist in the evaluation, scoping, bidding, and administration of the project.

Discussion: The Hangar Building "A" project was bid in May and Construction Services Group, Marion Company, Inc. was the low bidder. The contract amount of $286,085.00 will be paid from the State Block Grant based on a 95/5 State/Local share.

Recommendation: Staff recommends acceptance of the Construction Agreement between the City of Joplin and Construction Services Group, Marion Company, Inc. for the rehabilitation of Hangar Building "A" at the Joplin Regional Airport on an emergency basis to meet the MoDOT timeline.



JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

PROPOSAL, CONTRACT DOCUMENTS, AND SPECIFICATIONS

for

STATE PROJECT NO. 14-090A-1

RENOVATE 36-UNIT T-HANGAR "A"

May 6, 2015

Prepared For

CITY OF JOPLIN, MISSOURI

Prepared By



Crawford, Murphy & Tilly, Inc.
Consulting Engineers
St. Louis, Missouri
14092-01-00

FORM OF CONTRACT AGREEMENT

City of Joplin, MO
State Block Grant Project No. **14-090A-1**

THIS AGREEMENT, made as of this _____ day of _____, 2015, is

BY AND BETWEEN

the OWNER:	Name:	**CITY OF JOPLIN, MO**
	Address:	**602 SOUTH MAIN STREET, 4th FLOOR**
	City/State/Zip Code:	**JOPLIN/MO/64801**
And the CONTRACTOR:	Name:	**CONSTRUCTION SERVICES GROUP, MARION COMPANY INC.**
	Address:	**12451 HWY 59 NEOSHO, MO 64850**
	City/State/Zip Code:	**NEOSHO/MO/64850**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;

RENOVATE 36-UNIT T-HANGAR "A"

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Two Hundred Eighty-Six Thousand, Eighty Five Dollars and Zero Cents	**($286,085.00)**
(Amount in Written Words)	(Amount in Numerals)

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.
Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one-hundred twenty (120)** calendar days of the commencement date stated within the Notice-to-Proceed for the Project.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$750.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. **Certification of Eligibility (29 CFR Part 5.5)**

i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, tbeir partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: **CITY OF JOPLIN, MO**

Address: **602 SOUTH MAIN STREET, 4TH FLOOR**

JOPLIN, MISSOURI 64801

By: _____
Signature

_____
Title of Representative

ATTEST:

By: _____
Signature

_____
Title

CONTRACTOR

Name: **CONSTRUCTION SERVICES GROUP, MARION COMPANY, INC.**

Address: **12451 HWY 59**

NEOSHO, MO 64850

By: _____
Signature

_____
Title of Representative

ATTEST

By: _____
Signature

_____
Title

COUNCIL BILL NO. 2015-610 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Construction Services Group, Marion Company, Inc. for Renovation Hangar A at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Construction Services Group, Marion Company, Inc. for Renovation Hangar A at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by July 1, 2015.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Item: COUNCIL BILL NO. 2015-611
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport on and emergency basis.

Summary: In early April the FAA directed the Airport to develop the projects for Taxiway B Relocation and the new Taxiway N to run simultaneously. Both projects are considered the highest priority under the new Airport Master Plan. On May 11, 2015 the FAA issued the Joplin Regional Airport a letter approving the engineering design work for both proposed project.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) yeas. CMT has developed a Scope of Work and a Consulting Contract for the projects. The Grant amount was based on this design cost.

Discussion: The FAA has issued this Airport Improvement Grant (AIP No. 3-29-0037-36) for $453,599.00 for the projects. The Grant amount is based on the Federal share of the projected final project cost. All cost for this project will be paid from this Federal Grant based on a 95/5 Federal/Local share. The Local Share will be approximately $24,308.81.

Recommendation: Staff recommends acceptance of the Grant by and between the City of Joplin and FAA for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer: June 8, 2015

Airport/Planning Area: Joplin Regional

AIP Grant Number: 3-29-0037-036-2015

DUNS Number: 010649846

TO: City of Joplin
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the Joplin Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Joplin Regional Airport (herein called the "Project") consisting of the following:

Construct Taxiway, Construct Taxiway

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

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CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $453,599.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0 or planning
   $453,599 for airport development or noise program implementation
   $0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 4, 2015, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

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another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

    C. May be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on

the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

        1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

        2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

        3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

    B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

        1. Is determined to have violated the Prohibitions; or

        2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

            a. Associated with performance under this agreement; or

            b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. **DBE Plan**. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil

Rights.

22. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

    A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
    B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
    C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
            a. Location of all runways, taxiways, and aprons;
            b. Dimensions;
            c. Type of pavement, and;
            d. Year of construction or most recent major rehabilitation.
        2. Inspection Schedule.
            a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
            b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
            a. Inspection date;
            b. Location;
            c. Distress types; and
            d. Maintenance scheduled or performed.
        4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

23. **Project which Contain Paving Work in Excess of $500,000.** The Sponsor agrees to:

    A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

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1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

24. Preliminary Engineering. This Phase 1 grant is being issued in order to [Enter Justification for Preliminary Engineering]. The Sponsor understands and agrees that within two (2) years from the execution of this grant agreement that the Sponsor will accept, subject to the availability of federal funding as identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the final design phase for list project type in detail, i.e. the pavement rehabilitation or for the construction of the project in order to provide a useful and useable facility. The Sponsor also understands that if the FAA has provided federal funding to complete the final design for the project, and the Sponsor has not completed the final design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

25. Protection of Runway Protection Zone. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

26. Protection of Runway Protection Zone. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or

places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

27. **Acquisition of the Runway Protection Zone.** Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

28. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

29. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.

30. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

31. **Non-AIP Work in Application.** The Sponsor understands and agrees that:

    A. The Project Application includes the planning and/or construction of [Enter Non-Grant Work] that is not being funded with any Federal funding in this project;
    B. Although the Sponsor has estimated a total project cost of $[Enter Total Project Amount], the total allowable cost for purposes of determining federal participation will not exceed $[Enter Maximum Federal Amount];
    C. It must maintain separate cost records for the AIP and non-AIP work;
    D. All cost records must be made available for inspection and audit by the FAA;
    E. Within [Enter Number of Days] days of acceptance of this Offer, the Sponsor will submit a revised Program Statement/cost estimate to the FAA depicting the AIP and non-AIP costs and a revised cost estimate depicting only AIP project costs;
    F. The Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and
    G. The amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed $[Enter Maximum Federal Amount], which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title)

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this_____day of _____,_____.

City of Joplin
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: *(Typed Name of Sponsor's Designated Official Representative)*

Title: *(Title of Sponsor's Designated Official Representative)*

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By: *(Signature of Sponsor's Attorney)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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COUNCIL BILL NO. 2015-611 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) Grant for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by the first of July.

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

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Item: COUNCIL BILL NO. 2015-612
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anslem

Recommended Action: Approval of Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" at the Joplin Regional Airport on and emergency basis.

Summary: In early April the FAA directed the Airport to develop the projects for Taxiway B Relocation and the new Taxiway N to run simultaneously. Both projects are considered the highest priority under the new Airport Master Plan. On May 11, 2015 the FAA issued the Joplin Regional Airport a letter (see attached) approving the engineering design work for both proposed project.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) yeas. CMT has developed a Scope of Work and a Consulting Contract for the projects.

Discussion: This contract involves the designing and bidding of both taxiway projects. CMT's fee will be a "Total Not to Exceed" $486,176.25.

The design fees for the project will be paid from FAA Grant AIP No. 3-29-0037-36 based on a 95/5 Federal/Local share.

Recommendation: Staff recommends acceptance of the agreement by and between the City of Joplin and Crawford, Murphy, & Tilly, INC. for the Engineering Design of Taxiway "B & N" at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

May 11, 2015

Mr. Steve Stockham
Manager
Joplin Regional Airport
602 S Main Street
Joplin, MO 64801

Dear Mr. Stockham:

Joplin Regional Airport
AIP No. 3- 29-0037-36
Engineering Services Agreement - Design and Bidding Services
- Relocate Taxiway B from RW 36 to RW 31, construct Taxiway N from the terminal ramp to RW 13

FAA Determination
We determine the engineering agreement between Crawford, Murply & Tilly, Inc and the City of Joplin is acceptable for use on the subject AIP funded project. This agreement provides for the following:

Design, bidding and special services for the relocation of Taxiway B from RW 36 to RW 31, construct Taxiway N from the terminal ramp to RW 13

Our approval is based on the following fee compensation

Design Taxiway B Relocation .....$232,248.24 (Lump Sum)
Design Taxiway N Construction .....$200,046.35(Lump Sum)
Re-circuit Runway 18-36 ..... $8,703.58 (Lump Sum) – Ineligible
Bidding services .....$45,178.09 (Lump Sum)
Total Cost..... $486,176.25 (Lump Sum)

Ineligible Work
A standalone cable replacement is considered maintenance and will not be eligible for federal funding. The AIP Handbook 'rehabilitation may include cabling' should be understood that the cabling is inclusive of the rehabilitation to runway lighting project and not to be funded separately."

Limitations of FAA Action
Please note the following limitations associated with this action:

1. Our review and subsequent acceptance is solely for the purpose of determining eligibility of costs under the AIP program. Please do not construe this action as a commitment of Federal funds. The FAA's commitment of Federal funds will be the offer of a grant agreement.
2. Reimbursement of eligible engineering costs cannot occur until proper execution of the proposed grant agreement.
3. AIP limits financial participation to engineering costs associated with eligible work as specified in the grant work description.
4. We reserve the right to rescind or amend this action if we subsequently discover you did not fully comply with AIP requirements for consultant selection or contract establishment.

Record Retention

Please retain documentation that details your consultant selection process, your cost analysis, your record of negotiations and your contract type selection. You must make this information readily available upon request for the purpose of a third party audit. You must retain this information for a period of 3 years from the date you submit grant closeout documentation.

Please refer to the attachment for supplement information. If you have any questions regarding this matter, you may contact me at (816) 329-2636.

Sincerely,

Nardos Wills

Nardos Wills
Engineering Team Lead

Airport Name: Joplin Regional Airport
Project No.: AIP 3-29-0037-036
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport.

WHEREAS, while the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) " SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "TEA-21" means the federal Transportation Equity Act for the 21st Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought

against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and

reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information

about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): 0.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algier Martin and Associates	P.O. Box 2627 Joplin, MO 64803-2627	Topographic Surveys, Design Assisance
Palmerton and Parrish	3500 East 13th Street Joplin, MO 64801	Geotechnical

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments

made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be a lump sum of **$486,176.25,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with Microstation (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings,

specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA

from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or FAA, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or FAA may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to

regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed

circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam		
SPONSOR'S NAME	City of Joplin		
SPONSOR'S ADDRESS	602 South Main Street, 4th Floor Joplin, MO 64801		
PHONE	417-623-0262	FAX	
E-MAIL ADDRESS	sstockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ty Sander		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 Saint Louis, MO		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(23) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or

unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current FAA policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

Sponsor: City of Joplin	Consultant: Crawford, Murphy & Tilly, Inc.
By: _____ Signature	By: _____ Signature
Title: Mayor	Title: President
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Design of the Relocation of Taxiway B from Runway 36 to Runway 31. Specifically this work shall include:
   a. Design of new Taxiway B from Runway 36 to Runway 31
   b. Removal of existing Taxiway B, Runway 5-23, Taxiway C, portion of Taxiway A, and associated pavements.
   c. Layout and drainage evaluation for new perimeter road for the purpose of disposal of pavement millings available from the proposed pavement removals.

2. Design of a new Taxiway N from the Terminal Ramp to Runway 13. .

3. Design of the Re-circuiting of Runway 18-36.

4, Development of a single set of construction documents encompassing all work described above and bidding phase services for a single construction project letting.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

This Scope of Services will include the following items of work. The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

    a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.

2. Design Phase

    a. Prepare preliminary design report (bound). As a minimum, the design report will include:

        - a narrative regarding the airport improvements in this project.
        - pavement design calculations and proposed typical sections.
        - geotechnical investigation and laboratory test results.
        - analysis of alternatives (life cycle) and recommendations.
        - drainage analysis/calculations.
        - pavement marking analysis.
        - hold sign design.
        - seeding/top soiling considerations.
        - lighting system design/calculations.

- analysis of Part 77 obstruction criteria as applied to this site.
- a list of any proposed modifications to design/construction standards and other FAA standards along with the reason(s) and justifications for the modifications.
- an engineer's opinion of probable construction cost.
- summary of recommendations.

b. Prepare construction plans and contract documents/technical specifications in accordance with current FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan.
- Development of a Construction Safety and Phasing Plan.
- General notes and summary of quantities.
- Sign plan/details for runway hold signs.
- Demolition and clearing/grubbing plan.
- Typical pavement sections.
- Taxiway plans and profiles.
- Peremeter Road layout.
- General site grading plan/specific grading and surface drainage plans for the taxiways and peremeter road.
- Temporary erosion control plan and details
- Subsurface drainage plans and profiles for taxiways.
- Drainage details.
- Runway and taxiway lighting plans and details.
- Airport lighting electrical vault modification plans and details.
- Taxiway marking plans and details.
- Miscellaneous ancillary details.
- Cross sections.

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and FAA for review and comments. The Sponsor will be provided with two (2) copies and FAA two (2)

copies.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and FAA.

6) Submit a final Design Report (1 copy), final sealed set of Construction Plans and Contract Documents/Technical Specifications (2 copies), Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and FAA.

3. Bidding Phase

a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.

d. Attend and conduct the pre-bid meeting and record minutes.

e. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

Not Applicable to this agreement.

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards
Revision 01/01/11

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K Change 1	Obstruction Marking and Lighting
150/5050-8	Environmental Management Systems for Airport Sponsor's
150/5070-6B Change 1	Airport Master Plans
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-6	Exclusive Rights at Federally-Obligated Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5220-10D	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles

150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid and Preconstruction Conferences for Airport Grant Projects
150/5300-13 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities

150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)
150/5345-53C & Addendum	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics

150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 – Engineer's Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
FAA	1040 – Preconstruction Conference
FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address: http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.

11. Designate contact person (see paragraph 22-A).

12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RELOCATION OF TAXIWAY B, CONSTRUCT NEW TAXIWAY N, RE-CIRCUIT RUNWAY 18-36
SUMMARY OF COSTS

March 19, 2015

	Fee	Hours
Relocation of Taxiway B	$232,248.24	1,932
Construct New Taxiway N	$200,046.35	1,848
Re-Circuit Runway 18-36	$8,703.58	96
Front End and Bidding Services	$45,178.09	332
Total	**$486,176.25**	**4,208**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RELOCATION OF TAXIWAY B
DESIGN PHASE SERVICES
March 19, 2015

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	12	$73.59	$883.08
Senior Project Engineer	170	58.29	$9,909.30
Project Manager	0	45.33	$0.00
Senior Engineer	574	35.34	$20,285.18
Engineer	754	27.96	$21,081.84
Senior Planner	0	35.08	$0.00
Planner	0	22.21	$0.00
Registered Land Surveyor	0	40.50	$0.00
Senior Technician	422	34.51	$14,563.22
Technician	0	26.08	$0.00
Clerk/Secretary	0	20.51	$0.00
	1,932		

Total Direct Salary Costs = $66,722.60

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = $91,203.12

3 **SUBTOTAL:**

Items 1 and 2 = $157,925.72

4 **PROFIT:**

15 % of Item 3 Subtotal = $23,688.86

Subtotal $181,614.58

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	$0.57 / Mile =	$0.00	
b. Meals	0 Days @	$32.00 / Day =	$0.00	
c. Motel	0 Nights @	$95.00 / Night=	$0.00	
d. Printing and Shipping		=	$1,000.00	

Total Out-of-Pocket Expenses = $1,000.00

6 **SUBCONTRACT COSTS:**

a. Allgeier, Martin and Associates, Inc.	=	$42,243.66
b. Palmerton and Parrish	=	$7,390.00
	=	$49,633.66

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $232,248.24

ATTACHMENT A
SCOPE FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Joplin Airport - Taxiway B)

1. SERVICES

Engineer shall provide to Crawford, Murphy and Tilly, Engineers & Consultants, with the following services:

1.1 Conduct research and investigation into existing utilities located within the project boundaries.

1.2 Conduct topographic survey required for design/modification of Taxiway B, and establish control. High resolution aerials and record drawings will be provided by the OWNER/CMT to supplement the topographic survey.

1.3 Prepare a site plan depicting existing improvements within the project, including known utilities.

1.4 Perform hydrologic and hydraulic calculations to verify the adequacy and capacity of the existing stormwater facilities and if needed, provide any recommendations to improve or update such facilities pursuant to proposed Taxiway Modifications. Includes assessment of East Drainage Area as a possible borrow site for Taxiway B project needs.

1.5 Layout perimeter road according to the anticipated material generated from Taxiway Modifications.

1.6 Meet with OWNER/ENGINEER to discuss recommendations.

2. TERMS

2.1 The services of the Engineer shall begin upon receipt of the Notice to Proceed from CMT (Anticipated NTP is April).

3. PAYMENT

3.1 For design services, including work through the construction contract award stage, C.M.T. will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$5,494.43**, with a ceiling established for said design services in the amount of **$42,243.66**, which amount shall not be exceeded.

3.2 The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract.

3.3 Actual costs in Sections 3.1 above are defined as:

3.3.1 Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus:

3.3.2 An amount estimated at **95.08%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3.3.3 An amount estimated at **24.32%** of actual salaries in Item 1 above for general accordance with sound accounting principles and business practice, plus

3.3.4 Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time.

ATTACHMENT B
TAXIWAY B
ESTIMATE OF COST

DESIGN PHASE	HOURS	RATE	EXTENDED COST
Survey			
Registered Land Surveyor II	12	$44.52	$534.24
Designer/Technician II	24	$23.71	$569.04
Two-Man Survey Crew	24	$37.91	$909.84
Preliminary Design Phase			
Engineer IV	20	$92.31	$1,846.20
Engineer III	110	$60.33	$6,636.30
Engineer II	48	$39.64	$1,902.72
Designer/Technician II	60	$24.61	$1,476.60
Secretary/Assistant	8	$26.40	$211.20
Final Design Phase			
Engineer III	20	$59.20	$1,184.00
Engineer II	12	$39.64	$475.68
Designer/Technician II	30	$24.61	$738.30
Secretary/Assistant	8	$26.40	$211.20
Subtotals	**376**		**$16,695.32**
Labor Overhead, Est. @		95.06%	**$15,873.91**
Gen. & Admin. Overhead, Est. @		24.32%	**$4,060.30**
Total Labor and Overhead			**$36,629.53**
Fixed Fee			**$5,494.43**
Total Labor, Overhead & Fixed Fee			**$42,123.96**
Other Direct Costs			
Travel @ $0.57/Mi.	210	$ 0.57 per mile	$119.70
Subtotal Direct Costs			**$119.70**
CONTRACT CEILING FOR DESIGN PHASE			**$42,243.66**

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Crawford, Murphy & Tilly, Inc.
Gateway Tower
One Memorial Drive
Suite 500
St. Louis, MO 63102

March 10, 2015

Attention: Mr. Ty Sander, P.E.

Proposal for Geotechnical and Pavement Investigation
Joplin Regional Airport - Taxiway B
Joplin, Missouri

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a geotechnical and pavement investigation for the proposed new Taxiway B at Joplin Regional Airport in Joplin, Missouri. As requested by Crawford, Murphy & Tilly, Inc. (CMT), PPI's scope of work will include the following:

- Obtain twelve (12) pavement core on the existing pavement at locations indicated on the site plan provided by CMT and to evaluate the thickness of the pavement and base course. For cost estimating purposes, a pavement thickness of 16-inches was assumed;
- Perform field Dynamic Cone Penetrometer (DCP) tests at the ground surface within soil boring locations in order to determine an in-situ CBR value;
- Groundwater depth, if encountered, will be recorded;
- Perform a geotechnical investigation and laboratory testing upon samples collected from four (4) sample borings to be drilled at locations along proposed Taxiway B to a depth of 10 ft. or auger refusal, whichever is shallower, as indicated on the site plan provided by CMT;
- Groundwater depth, if encountered, will be recorded;
- Perform laboratory testing on samples collected from drilled borings; Moisture Content Test, Atterberg Limits, Swell Test, Grain Size Analysis, Modified Proctor, Laboratory CBR Test, and Pocket Penetrometer; and
- Preparation of a Geotechnical Engineering Report addressing the existing soil conditions, summary of laboratory tests and provide recommendations for subgrade preparation and soil stabilization in accordance with the "Geotechnical and Pavement Investigation Scope of Services".

PPI will provide the scope of services outlined above for a lump sum cost of Seven Thousand Three Hundred Ninety Dollars (**$7,390.00**). The projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- Boring locations will be staked in the field by PPI using a site plan provided by CMT with existing field features presented on the site plan;
- PPI will notify the Missouri One Call System to locate and mark public utilities;

- Prior to mobilization PPI will coordinate with the Airport, CMT and FFA tech ops to locate private utilities;
- Field activities will commence between Monday through Friday during normal business hours (8 a.m. to 5 p.m.). If night time work is required, additional charges will apply; and
- Samples will be stored and held at PPI's Springfield Laboratory for 30 days past the date of report publication, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

An invoice will be submitted on the Friday following the last Saturday of the month report is issued. The invoice is due in 30-days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:



Brandon Parrish, P.E.
Vice-President

CLIENT AUTHORIZATION:

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date

Attachments: General Conditions
Projected Cost for Geotechnical Services
Submitted: One .pdf Copy via Email

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed 3 times PPI's total fee for services rendered on this Project. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

4. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

Projected Cost for Geotechnical Services Taxiway B

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	TECHNICAL & PROFESSIONAL:				
1	Geologist to Stake Borings and Direct Drill Crew	$80.00	/hr.	2.00	$160.00
2	Geologist Truck Milage	$0.67	/mi.	80.00	$53.60
3	Prepare Site Plan & Boring Logs	$80.00	/hr.	4.00	$320.00
4	Type Report	$54.00	/hr.	2.00	$108.00
5	Engineer to Prepare Report	$135.00	/hr.	4.00	$540.00
6	Engineer to Notify One-Call System & Project Management	$135.00	/hr.	4.00	$540.00
7	Engineer to Anaylize DCP Data	$135.00	/hr.	1.00	$135.00
8	Principal to Review Report	$185.00	/hr.	0.50	$92.50
9	Report Printing	$21.00	/ea.	2.00	$42.00
	SUBTOTAL; TECHNICAL & PROFESSIONAL				**$1,991.10**
	FIELD DRILLING:				
1	Drill Rig Mobilization	$3.00	/mi.	80.00	$240.00
2	Support Truck Mileage	$1.15	/mi.	220.00	$253.00
3	Drill Crew Standby Time	$120.00	/hr.	2.00	$240.00
5	Dynamic Cone Penetrometer Rental	$201.00	/day	0.50	$100.50
4	Drill Crew to Perform DCP	$120.00	/hr.	2.00	$240.00
5	4" DIA Concrete Core	$4.25	/in.	192.00	$816.00
6	Soil Drilling (4.5" O.D. CFA)	$9.00	/ft.	12.00	$108.00
7	Soil Drilling (4.25" I.D. HSA)	$13.15	/ft.	40.00	$526.00
8	Split Spoon Testing	$31.00	/ea.	8.00	$248.00
9	3-inch Diameter Shelby Tube	$31.00	/ea.	8.00	$248.00
10	Drill Crew Grab Bulk Samples	$120.00	/hr.	1.00	$120.00
11	Drill Crew Pavement Clean Up	$120.00	/hr.	2.00	$240.00
12	Backfill Boring & Patch Pavement	$30.00	/ea.	16.00	$480.00
	SUBTOTAL; FIELD DRILLING				**$3,859.50**
	LABORATORY TESTING PROGRAM:				
1	Moisture Content Test	$8.00	/ea.	16.00	$126.00
2	Atterberg Limits Test	$80.00	/ea.	5.00	$400.00
3	Swell Test	$41.00	/ea.	1.00	$41.00
3	Grain Size Analysis	$41.00	/ea.	2.00	$82.00
3	Proctor - Modified (6")	$257.00	/ea.	2.00	$514.00
4	CBR Test	$141.00	/ea.	2.00	$282.00
5	Pocket Penetrometer	$5.50	/ea.	16.00	$88.00
	SUBTOTAL; LABORATORY TESTING PROGRAM				**$1,535.00**
	ESTIMATED COST				**$7,385.60**
	FINAL LUMP SUM COST				**$7,390.00**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
CONSTRUCT NEW TAXIWAY N
DESIGN PHASE SERVICES
March 19, 2015

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	12	$73.59	$883.08
Senior Project Engineer	164	58.29	$9,559.56
Project Manager	0	45.33	$0.00
Senior Engineer	612	35.34	$21,628.08
Engineer	644	27.96	$18,006.24
Senior Planner	0	35.08	$0.00
Planner	0	22.21	$0.00
Registered Land Surveyor	0	40.50	$0.00
Senior Technician	416	34.51	$14,356.16
Technician	0	26.08	$0.00
Clerk/Secretary	0	20.51	$0.00
	1,848		

Total Direct Salary Costs = $64,433.12

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = $88,073.63

3 **SUBTOTAL:**
Items 1 and 2 = $152,506.75

4 **PROFIT:**
15 % of Item 3 Subtotal = $22,876.01

Subtotal $175,382.76

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	$0.57 / Mile =	$0.00	
b. Meals	0 Days @	$32.00 / Day =	$0.00	
c. Motel	0 Nights @	$95.00 / Night=	$0.00	
d. Printing and Shipping		=	$1,000.00	

Total Out-of-Pocket Expenses = $1,000.00

6 **SUBCONTRACT COSTS:**
a. Allgeier, Martin and Associates, Inc. = $18,308.59
b. Palmerton and Parrish = $5,355.00
= $23,663.59

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $200,046.35

ATTACHMENT A
SCOPE FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Joplin Airport - Taxiway N)

1. SERVICES

Engineer shall provide to Crawford, Murphy and Tilly, Engineers & Consultants, with the following services:

1.1 Conduct research and investigation into existing utilities located within the project boundaries.

1.2 Conduct topographic survey required for design/modification of Taxiway N, and establish control. High resolution aerials and record drawings will be provided by the OWNER/CMT to supplement the topographic survey.

1.3 Prepare a site plan depicting existing improvements within the project, including known utilities.

1.4 Perform hydrologic and hydraulic calculations to verify the adequacy and capacity of the existing stormwater facilities and if needed, provide any recommendations to improve or update such facilities pursuant to proposed Taxiway Modifications.

1.5 Meet with OWNER/ENGINEER to discuss recommendations.

2. TERMS

2.1 The services of the Engineer shall begin upon receipt of the Notice to Proceed from CMT (Anticipated NTP is April).

3. PAYMENT

3.1 For design services, including work through the construction contract award stage, C.M.T. will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **$2,377.67**, with a ceiling established for said design services in the amount of **$18,308.59**, which amount shall not be exceeded.

3.2 The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract.

3.3 Actual costs in Sections 3.1 above are defined as:

3.3.1 Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus:

3.3.2 An amount estimated at **95.08%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3.3.3 An amount estimated at **24.32%** of actual salaries in Item 1 above for general accordance with sound accounting principles and business practice, plus

3.3.4 Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time.

ATTACHMENT B
TAXIWAY N
ESTIMATE OF COST

DESIGN PHASE	HOURS	RATE	EXTENDED COST
Survey			
Registered Land Surveyor II	8	$44.52	$358.16
Designer/Technician II	16	$23.71	$379.36
Two-Man Survey Crew	16	$37.91	$606.56
Preliminary Design Phase			
Engineer IV	24	$92.31	$2,215.44
Engineer III	24	$60.33	$1,447.92
Engineer II	8	$39.64	$317.12
Designer/Technician II	8	$24.61	$196.88
Secretary/Assistant	8	$26.40	$211.20
Final Design Phase			
Engineer III	8	$59.20	$473.60
Engineer II	8	$39.64	$317.12
Designer/Technician II	20	$24.61	$492.20
Secretary/Assistant	8	$26.40	$211.20
Subtotals	**156**		**$7,224.76**
Labor Overhead, Est. @		95.08%	**$6,869.30**
Gen. & Admin. Overhead, Est. @		24.32%	**$1,757.06**
Total Labor and Overhead			**$15,851.12**
Fixed Fee			**$2,377.67**
Total Labor, Overhead & Fixed Fee			**$18,228.79**
Other Direct Costs			
Travel @ $0.57/Mi.	140	$ 0.57 per mile	$79.80
Subtotal Direct Costs			**$79.80**
CONTRACT CEILING FOR DESIGN PHASE			**$18,308.59**

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Crawford, Murphy & Tilly, Inc.
Gateway Tower
One Memorial Drive
Suite 500
St. Louis, MO 63102

March 10, 2015

Attention: Mr. Ty Sander, P.E.

Proposal for Geotechnical and Pavement Investigation
Joplin Regional Airport - Taxiway N
Joplin, Missouri

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a geotechnical and pavement investigation for the proposed new Taxiway N at Joplin Regional Airport in Joplin, Missouri. As requested by Crawford, Murphy & Tilly, Inc. (CMT), PPI's scope of work will include the following:

- Perform a geotechnical investigation and laboratory testing upon samples collected from four (4) sample borings to be drilled at locations along proposed Taxiway N to a depth of 10 ft. or auger refusal, whichever is shallower, as indicated on the site plan provided by CMT;
- Perform field Dynamic Cone Penetrometer (DCP) tests at the ground surface within soil boring locations in order to determine an in-situ CRB value;
- Groundwater depth, if encountered, will be recorded;
- Perform laboratory testing on samples collected from drilled borings; Moisture Content Test, Atterberg Limits, Swell Test, Grain Size Analysis, Modified Proctor, CBR Test, and Pocket Penetrometer; and
- Preparation of a Geotechnical Engineering Report addressing the existing soil conditions, summary of laboratory tests and providing recommendations for subgrade preparation and soil stabilization in accordance with the "Geotechnical and Pavement Investigation Scope of Services".

PPI will provide the scope of services outlined above for a lump sum cost of Five Thousand Three Hundred Fifty-five Dollars (**$5,355.00**). The projected cost is also based upon the following:

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilizations;
- Boring locations will be staked in the field by PPI using a site plan provided by CMT with existing field features presented on the site plan;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- Prior to mobilization, PPI will coordinate with the Airport, CMT and FFA tech ops to locate private utilities;
- Field activities will commence between Monday through Friday during normal business hours (8 a.m. to 5 p.m.). If night time work is required, additional charges will apply; and

- Samples will be stored and held at PPI's Springfield Laboratory for 30 days past the date of report publication, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

An invoice will be submitted on the Friday following the last Saturday of the month report is issued. The invoice is due in 30-days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

To authorize this proposal, please sign one copy, initial the attached General Conditions, and return a fully executed copy to our office. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:

Brandon Parrish, P.E.
Vice-President

CLIENT AUTHORIZATION:

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date

Attachments: General Conditions
Projected Cost for Geotechnical Services
Submitted: One .pdf Copy via Email

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and Employer's Liability Insurance against property damage which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: In recognition of the limited benefits of the Project to PPI relative to the Client and other parties involved, the client agrees, to the fullest extent permitted by law, to limit the liability of PPI to the Client or any other party relying on PPI services for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed 3 times PPI's total fee for services rendered on this Project. It is intended that his limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

4. SAFETY: CLIENT AGREES that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____

Projected Cost for Geotechnical Services (Taxiway N)

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	TECHNICAL & PROFESSIONAL:				
1	Geologist to Stake Borings and Direct Drill Crew	$80.00	/hr.	2.00	$160.00
2	Geologist Truck Milage	$0.67	/mi.	80.00	$53.60
3	Prepare Site Plan & Boring Logs	$80.00	/hr.	2.00	$160.00
4	Type Report	$54.00	/hr.	2.00	$108.00
5	Engineer to Prepare Report	$135.00	/hr.	4.00	$540.00
6	Engineer to Notify One-Call System & Project Management	$135.00	/hr.	4.00	$540.00
7	Engineer to Anaylize DCP Data	$135.00	/hr.	1.00	$135.00
8	Principal to Review Report	$185.00	/hr.	0.50	$92.50
9	Report Printing	$21.00	/ea.	2.00	$42.00
	SUBTOTAL; TECHNICAL & PROFESSIONAL				**$1,831.10**
	FIELD DRILLING:				
1	Drill Rig Mobilization	$3.00	/mi.	80.00	$240.00
2	Support Truck Mileage	$1.15	/mi.	160.00	$184.00
3	Drill Crew Standyby Time	$120.00	/hr.	2.00	$240.00
4	Dynamic Cone Penetrometer	$201.00	/day	0.50	$100.50
5	Drill Crew to Perform DCP	$120.00	/hr.	2.00	$240.00
6	Soil Drilling (4.25" I.D. HSA)	$13.15	/ft.	40.00	$526.00
7	Split Spoon Testing	$31.00	/ea.	8.00	$248.00
8	3-inch Diameter Shelby Tube	$31.00	/ea.	8.00	$248.00
9	Drill Crew Grab Bulk Samples	$120.00	/hr.	1.00	$120.00
10	Backfill Boring & Clean Up	$20.00	/ea.	4.00	$80.00
	SUBTOTAL; FIELD DRILLING				**$1,986.50**
	LABORATORY TESTING PROGRAM:				
1	Moisture Content Test	$8.00	/ea.	16.00	$128.00
2	Atterberg Limits Test	$80.00	/ea.	5.00	$400.00
3	Swell Test	$41.00	/ea.	1.00	$41.00
4	Grain Size Analysis	$41.00	/ea.	2.00	$82.00
5	Proctor - Modified (6")	$257.00	/ea.	2.00	$514.00
6	CBR Test	$141.00	/ea.	2.00	$282.00
7	Pocket Penetrometer	$5.50	/ea.	16.00	$88.00
	SUBTOTAL; LABORATORY TESTING PROGRAM				**$1,535.00**
	ESTIMATED COST				**$5,352.60**
	FINAL LUMP SUM COST				**$5,355.00**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RE-CIRCUIT RUNWAY 18-36
DESIGN PHASE SERVICES
March 19, 2015

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$73.59	$0.00
Senior Project Engineer	8	58.29	$466.32
Project Manager	0	45.33	$0.00
Senior Engineer	20	35.34	$706.80
Engineer	52	27.96	$1,453.92
Senior Planner	0	35.08	$0.00
Planner	0	22.21	$0.00
Registered Land Surveyor	0	40.50	$0.00
Senior Technician	16	34.51	$552.16
Technician	0	26.08	$0.00
Clerk/Secretary	0	20.51	$0.00
	96		

Total Direct Salary Costs = $3,179.20

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = $4,345.65

3 **SUBTOTAL:**
Items 1 and 2 = $7,524.85

4 **PROFIT:**
15 % of Item 3 Subtotal = $1,128.73

Subtotal $8,653.58

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	$0.57 / Mile =	$0.00	
b. Meals	0 Days @	$32.00 / Day =	$0.00	
c. Motel	0 Nights @	$95.00 / Night=	$0.00	
d. Printing and Shipping		=	$50.00	

Total Out-of-Pocket Expenses = $50.00

6 **SUBCONTRACT COSTS:**
a. = $0.00

= $0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $8,703.58

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
FRONT END DOCUMENTS AND BIDDING PHASE SERVICES
DESIGN AND BIDDING PHASE SERVICES
March 19, 2015

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$73.59	$0.00
Senior Project Engineer	104	58.29	$6,062.16
Project Manager	0	45.33	$0.00
Senior Engineer	164	35.34	$5,795.76
Engineer	48	27.96	$1,342.08
Senior Planner	0	35.08	$0.00
Planner	0	22.21	$0.00
Registered Land Surveyor	0	40.50	$0.00
Senior Technician	16	34.51	$552.16
Technician	0	26.08	$0.00
Clerk/Secretary	0	20.51	$0.00
	332		

Total Direct Salary Costs = $13,752.16

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = $18,797.83

3 **SUBTOTAL:**

Items 1 and 2 = $32,549.99

4 **PROFIT:**

15 % of Item 3 Subtotal = $4,882.50

Subtotal $37,432.49

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	3480	Miles @	$0.57	/ Mile =	$1,983.60
b. Meals	6	Days @	$32.00	/ Day =	$192.00
c. Motel	6	Nights @	$95.00	/ Night=	$570.00
d. Printing and Shipping				=	$5,000.00

Total Out-of-Pocket Expenses = $7,745.60

6 **SUBCONTRACT COSTS:**

a. = $0.00

= $0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $45,178.09

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
BOX HANGAR DEVELOPMENT
March 19, 2015

Classification: Gross Hourly Rate:		Principal $200.31	Senior Project Engineer $158.66	Project Manager $123.39	Senior Engineer $99.19	Engineer $78.11	Senior Planner $95.49	Planner $80.45	Registered Land Surveyor $110.24	Senior Technician $93.83	Technician $70.89	Clerk/ Secretary $55.83	Other Costs
A. DESIGN SERVICES													
1. Relocation of Taxiway B:													
Project Management (status reports, project coordination, invoicing)			16										
7460-1 Submittal			2		8	16							
Coordinate surveys, geotechnical investigation, add results to project manual					8								
Review record drawings			8		16	40							
Design Report			40		80	80				40			
Cover Sheet/Title Block					4					4			
Index, Legends, Sum of Quantities Sheets			2			8				8			
Construction Safety and Phasing Plan (CSPP)			12		60	80				40			
General Notes			2		20					20			
Demolition Sheets			4		80	60				60			
Pavement Geometry/Typical Sections			4		24	80				40			
Site Grading and Drainage, Details			4		40	120				40			
Layout/Pavement Marking Plans			2		20	60				40			
Pavement Marking Details			2			30				30			
Electrical Layout and Details			4		80	40				40			
Prepare cost estimates			8		24	40				20			
Prepare project technical specifications			20		80	40							
Internal quality control review		12	20		40	20							
Address Sponsor/FAA comments and seal sheets			20		40	40				40			
Total hours =	1,932	12	170	0	574	754	0	0	0	422	0	0	(1, 2, 3, 4, 5)
Total =	$232,248.24	$2,403.69	$26,972.47	$0.00	$55,214.89	$57,383.40	$0.00	$0.00	$0.00	$39,640.14	$0.00	$0.00	$50,633.66
2. Construct New Taxiway N:													
Project Management (status reports, project coordination, invoicing)			16										
7460-1 Submittal			2		8	16							
Coordinate surveys, geotechnical investigation, add results to project manual					8								
Review record drawings			4		8	20							
Design Report			40		80	80				40			
Cover Sheet/Title Block					4					4			
Index, Legends, Sum of Quantities Sheets			2			8				8			
Construction Safety and Phasing Plan (CSPP)			8		40	40				20			
General Notes			2		20					20			
Demolition Sheets			2		20	40				40			
Pavement Geometry/Typical Sections			4		24	80				40			
Site Grading and Drainage, Details			4		40	120				40			
Layout/Pavement Marking Plans			2		16	40				24			
Pavement Marking Details			2			20				20			
Electrical Layout and Details			4		80	40				40			
Vault Modification Plan and Details			4		80					60			
Prepare cost estimates			8		24	40				20			
Prepare project technical specifications			20		80	40							
Internal quality control review		12	20		40	20							
Address Sponsor/FAA comments and seal sheets			20		40	40				40			
Total hours =	1,848	12	194	0	612	944	0	0	0	416	0	0	(1, 2, 3, 4, 5)
Total =	$200,048.35	$2,403.69	$26,020.50	$0.00	$58,870.23	$49,011.81	$0.00	$0.00	$0.00	$39,076.53	$0.00	$0.00	$24,683.59
3. Re-Circuit Runway 18-36:													
Project Management (status reports, project coordination, invoicing)			4										
7460-1 Submittal						4							
Electrical Layout and Details			2			40				16			
Prepare cost estimates						8							
Prepare project technical specifications			2		20								
Total hours =	98	0	8	0	20	52	0	0	0	16	0	0	(1, 2, 3, 4, 5)
Total =	$8,703.58	$0.00	$1,269.29	$0.00	$1,923.86	$3,957.48	$0.00	$0.00	$0.00	$1,502.94	$0.00	$0.00	$50.00
4. Front End Specifications and Bidding Phase:													
Prepare agenda and attend pre-design meeting			20										
Site Visits, Field Review			40		60								
Prepare Front End Specifications			8		40								
Permit review and applications			4		20	20							
Send plans to contractors and answer questions			12		12	8							
Addendum issuance (if necessary)			4		8	20				16			
Conduct pre-bid meeting and send out minutes (inc. travel)			12		16								
Assist sponsor with the bid opening (do not attend)			2										
Review bids, prepare bid tab, and recommend award			2		8								
Total hours =	332	0	104	0	184	48	0	0	0	16	0	0	(1, 2, 3, 4, 5)
Total =	$45,178.09	$0.00	$16,500.81	$0.00	$15,775.88	$3,653.05	$0.00	$0.00	$0.00	$1,502.94	$0.00	$0.00	$7,745.60
TOTAL =		**$496,176.26**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A.	Preliminary Phase		As Required
B.	Design Phase		
	1.	Submittal of Preliminary Design Report	(60) calendar days after receipt of NTP
	2.	Plans & Specifications	
		a. Submittal of 90% Plans and Contract Documents/Specifications for review	(90) calendar days after receipt of comments on design report
		b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	(30) calendar days after receipt of review comments
C.	Bidding Phase		As Required

CONSTRUCTION SERVICES

	1.	Construction Services	As Required

COUNCIL BILL NO. 2015-612 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for Taxiway "B & N" at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by July 1, 2015.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

ORDINANCES

FIRST READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 15, 2015

Council Bill No. 2015-613

Item: Agreement with Paragon Architect for Concept Design and Cost Estimate of Broadway/Route 66 attraction/office.

Attachments: 1) Agreement
2) Paragon Support Documents
3) RFQ
4) Bid Tabulation

Department Head:	Patrick Tuttle	Date: 6-10-15
Finance Department:	Leslie Haase	Date: 6-10-15
City Attorney:	Peter C. Edwards	Date: 6/10/15
City Manager:	Samuel L. Anselm	Date: 6/10/15

Introduction:
This Council Bill seeks approval from council permitting staff to engage in an agreement with Paragon Architecture to provide conceptual designs and cost estimates for developing the City owned property in the 1100 block of Broadway Avenue for the purposes of a Route 66 attraction.

Background:
As part of the Joplin Convention & Visitors Bureau's effort to enrich Joplin's Route 66 tourism opportunities, this project will produce a conceptual use and estimated cost for developing the north side of the 1100 block of Broadway Avenue, land owned by the City, into a Route 66 attraction consisting of a visitor's center, public space, gift store and tourism offices. The project will also give consideration to saving or repurposing the existing 100 year old garage. Additionally, this project will serve as a catalyst for a greater enhancement of Broadway Avenue and Joplin's Route 66 corridor.

Summary: Using the City's Qualification Selection Process, 15 responses were received from the April 4th public RFQ notice. A 5-person panel reviewed the submissions and followed criteria from a public service, community development and tourism perceptive in making their final selection.

Recommendation: Staff recommends approval of this agreement.

COUNCIL BILL NO. 2015-613 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Paragon Architecture to develop conceptual designs and cost estimates for the development of a Route 66 attraction, public space and offices on City-owned property on the north side of the 1100 block of Broadway Avenue.

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

Section 1. That the Agreement governing cooperation between the Paragon Architecture and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY		ARCHITECT	
CITY OF JOPLIN 602 N. MAIN JOPLIN, MO 64801		Name: **Paragon Architecture** Address: **1310 S. Main Street** **Joplin, MO 64801**	
Attention: **Patrick Tuttle (ptuttle@joplinmo.org)**		Attention: **Brad Erwin (erwin@paragonarchitecture.com)**	
Department: **JCVB – Convention & Visitors Bureau**		Phone: **417.885.0002**	Fax -
Phone: **417.625.4789**	Fax: **417.624.7948**		

AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Architect's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

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

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

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

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

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

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

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

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

11. **Occupational License**: The Architect shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Architect. No contract will be executed by the City until this occupational license has been obtained and that the Architect is current on any City taxes is verified.

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

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Architect is associated with a business entity, Architect shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Architect must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. If the Architect is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

16. **City Benefits**. The Architect shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

a. The Architect shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Architect's (or any of Architect's subcontractors) violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Architect is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

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

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Architect until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Architect shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Architect at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

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

REVIEWED FOR APPROVAL

_____

Name and Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Architect:

PARAGON ARCHITECTURE INC

By: _____

Printed Name: BRAD EWIN

Title: PRESIDENT

Date: 05/18/2015

CITY OF JOPLIN, MISSOURI

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

Date: _____

CITY		ARCHITECT	
CITY OF JOPLIN 602 N. MAIN JOPLIN, MO 64801		Name: **Paragon Architecture** Address: **1310 S. Main Street** **Joplin, MO 64801**	
Attention: **Patrick Tuttle (ptuttle@joplinmo.org)**		Attention: **Brad Erwin (erwin@paragonarchitecture.com)**	
Department: **JCVB – Convention & Visitors Bureau**		Phone: **417.885.0002**	Fax -
Phone: **417.625.4789**	Fax: **417.624.7948**		

WORK AUTHORIZATION NUMBER 1
TO AGREEMENT FOR PROFESSIONAL ARCHITECTURE CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Architect and the Architect 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 Architect 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 Architect 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 office of the City Manager and shall be accepted and countersigned by the Architect.

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

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 Architect 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 Architect shall notify the City if Architect 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 Architect 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 Architect 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 Architect 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 Architect under the terms of this work Authorization Number 1 exceed the sum of Fourteen Thousand Nine Hundred Dollars ($ 14,900).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Architect, the Architect shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Architect to maintain adequate insurance coverage at all times during the term

of the Contract. Failure of the Architect to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Architect. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to 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;

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

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million 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 Architect shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

f. Notice. The Architect and/or subcontractor shall furnish the City prior to beginning the work 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.

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

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

Architect: PARAGON ARCHITECTURE INC

By: _____

Printed Name: BRAD ERWIN

Title: PRESIDENT

Date: 05/18/2015

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, Director of Public Works

Date: _____

PARAGON
ARCHITECTURE

430 S Glenstone Ave
Springfield MO 65802
paragonarchitecture.com
p **417.885.0002** f **417.868.0072**

EXHIBIT A – DESCRIPTION of SCOPE of SERVICES

Basic Services
The Scope of Basic Services proposed by the Architect for the successful completion of this Project shall include, and be limited to, the following work as outlined below:

Programming, Conceptual Design & Master Planning Phase Services
- Review and coordination of existing site from readily available site information
  - Geotechnical and site survey not included
- Preparation and review of project programming with CVB staff
- Preparation of space schematic diagrams based upon CVB provided programming
- Building code due diligence review and analysis
- Zoning code due diligence review and analysis
- Evaluation of Owner's project budget
- Evaluation of project schedule
- Prepare for and attend Pre-Application Conference with City of Joplin
- Conceptual site development planning
- Regular correspondence with Owner's representative (phone, e-mail, etc.) as required by the work
- Attend/Participate in Owner/Consultant coordination and review meetings or teleconferences

Deliverables
- Program based on information provided by CVB at kickoff meeting
- Conceptual floor plan
- Conceptual elevation of Broadway elevation
- Conceptual site plan
- Opinion of Preliminary Probable Construction Cost

Schedule
- May 28th Internal team design charrette
- June 16th 2:00 CVB Board meeting – present preliminary exteriors and floor plan
- June 18th 5:00 pm – present cost estimate
- July 6th and July 20th – City Council meeting – present final renderings and be present for questions
- Potential start of Phase 2 in September or November 2015

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EXHIBIT A: Scope of Services

	LEGEND		PROJECT INFO
X	Included as Basic Service		City of Joplin JCVB – Convention & Visitors Bureau - Route 66 Visitors Center
#	Number Included-Quantity		
A	Additional Service		Phase One – Conceptual Design and Cost Estimating May –July 2015
R	Reimbursable Expense		Phase Two – Separate/Future Contract
	If blank = Excluded/Not in Contract		
	Client=CL Architect =AR Consultant=C		

BASIC SERVICES

	9.02.1	Geotechnical Engineering (Soil Borings)		Phase Two services or by City of Joplin
	9.02.2	Topographical or Boundary Survey		Phase Two services or by City of Joplin
	9.02.3	Civil Engineering		Phase Two
	9.02.4	Landscape Architecture		Phase Two
	9.02.5	Structural Engineering		Phase Two
	9.02.6	MEP Engineering		Phase Two
	9.02.7	Audio/Visual/Telecom/Data/Security		Phase Two
	9.02.8	Specialty Lighting Design		Phase Two
	9.02.9	Kitchen/Food Service Design		n/a
	9.02.10	Commissioning Agent		n/a
	9.02.11	Special Inspections & Third Party Material Testing		City of Joplin
		Other: _____		

	PROGRAMMING		**#**	**Responsibility**
X	1.01.1	Review Furnished Program, Budget, Schedule		AR
	1.03	Agency Consulting/ Review/ Approval		
	1.03.1	Zoning and Land Use review		
X	1.05	Programming		AR
	1.05.1	Programming Charette		
	1.06	Space Schematics/ Flow Diagrams		
	1.06.1	Square Foot, Area, and Space Requirements Analysis		
	1.07	Existing Facility Survey for AsBuilt Drawings		
X	1.09	Feasibility Study		AR
	1.31	Project Budgeting		
X	1.33	Presentation(s) or Board Meetings	1	AR with schematic design
X	1.42	Site Visit(s)	2	AR

MASTER PLANNING AND SITE ANALYSIS

X	2.03.1	Pre-Application Conference		AR
X	2.03.2	Planning and Zoning Coordination		AR
	2.09	Economic Analysis		
	2.13	Site Analysis and Selection		
X	2.14	Site Development Planning		AR
	2.19	Zoning process assistance		
X	2.21	Site Plan(s) Design Documentation		AR
X	2.21.1	Revision(s) to Site/ Master Plan	1	AR
X	2.33	Client Presentation(s)	1	AR with schematic design
	2.33.3	Fundraising Material		
X	2.34	Presentation(s) or Board Meetings	1	AR with schematic design

CONCEPTUAL DESIGN

	3.01.1	Client Meetings(s)		
X	3.01.4	Schematic Review Meeting(s)	1	AR prior to Board meeting
	3.03	Agency Consulting / Review / Response		
	3.03.2	Pre-Application Conference		

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X	3.21	Architectural Design/ Conceptual Scheme(s)	1-2	AR
X	3.21.1	Revision(s) to Conceptual Design	1	AR
X	3.21.2	Exterior Rendering(s)	1	AR
	3.21.3	Interior Rendering(s)		
	3.33	Presentation Rendering(s)		
X	3.34	Presentation(s) or Board Meetings	1	AR

DESIGN DEVELOPMENT

	4.01.1	Client Meetings(s)		
	4.01.4	Project Development Review Meeting(s)		
	4.02.1	Development Building Design Review		
	4.21	Architectural Development Documentation		
	4.21.1	Revise Design Development Documents		
	4.21.2	Exterior Rendering(s)		
	4.21.3	Interior Rendering(s)		
	4.21.4	Progress set(s) 50% DD		
R	4.21.5	Progress set(s) 100% DD		
	4.27.1	Furniture layouts and selections		
	4.29.1	Outline Specifications		
	4.32	Estimate Probable Construction Costs		
	4.33	Presentation Rendering(s)		
	4.34	Presentation(s) Board Meetings		

CONSTRUCTION DOCUMENTS

	5.01.1	Const. Documents Coordination Meeting(s)		
	5.01.2	Documents Sign-Off Meeting		
	5.01.3	Documents Wrap-Up Meeting		w/ Sign Off
	5.02.1	Pre-Permit Application Conference		
	5.03	Permit Agency Submittal		
	5.03.1	Agency Reviews and Responses		
	5.21	Architectural Construction Documentation		
	5.21.1	Life Safety Compliance Plan(s)		
	5.21.2	Final Code Compliance Matrix(s)		
	5.21.3	Millwork Document Drawing(s)		
R	5.21.4	Progress set(s) 50% CD		
R	5.21.5	Progress set(s) 100% CD		
	5.21.6	Respond to Permit Review Comments		
	5.28	Specifications		
	5.28.1	Final Building Materials and Finishes		
	5.30.1	Fast Track Construction Coordination		
	5.33	Final Rendering(s)		
	5.34	Presentation(s) Board Meetings		

SPECIFICATIONS

	5.28	Book Specification		
	5.28.1	Sheet Specifications on Drawings		
	5.28.2	Red Mark Client Supplied Specifications		

BIDDINIG

	6.01	Administration		
	6.01.1	Pre-Bid Conference		
	6.01.2	Respond to Bidder Questions & Addendums		
	6.36	Bidding / Negotiations		
	6.37	Analysis of Alternates/Substitutions		
	6.38	Analysis of Bids		
	6.39	Attend Bid Opening Conference		
R	6.40	Construction Contract Agreements		
R	6.97	Bid Sets		
A	6.98	Value Engineering		

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CONSTRUCTION

	7.01	Administration		
	7.01.1	Pre-Construction Conference		
	7.01.2	Construction Progress Meetings		
	7.34	Presentation(s) Board Meetings		
	7.41	Office Construction Administration		
	7.41.1	RFI Contractor Coordination		
	7.41.2	Review Shop Drawings and Submittals		
	7.41.3	Respond to Contractor RFIs/ASIs		
	7.41.4	Review Contractor Pay Requests		
	7.42	Site/ Field Observation Visit(s)		AR with Progress Meetings
	7.42.1	Construction Observation Reports		
	7.42.2	Substantial Completion Inspection		
	7.42.3	Punch List Validation Visit		
	7.46	Prepare Change Orders		
	7.49	Project Closeout		
	7.50	Review O&M Manuals		
	7.52.1	Prepare Record Drawings		

POST OCCUPANCY SERVICES

	8.51	Start-up Assistance		
	8.53	Warranty Assistance		
	8.53.1	One Year Warranty Observation/ Report		

SUSTAINABLE DESIGN STRATEGIES

		Proposed LEED (Certified) Level NC		
	10.01	Identify & Develop Sustainable Design Goals		
	10.01.1	Assist in Developing Sustainable Design Strategies		
	10.01.2	Identify Likely & Potential LEED Credits to Pursue		
	10.02	Sustainable Design Strategies		
	10.02.1	Envelope		
	10.02.2	Daylighting		
	10.02.3	Mechanical & Electrical Systems		
	10.02.4	Water Use Reduction & Storm Water Management		
	10.02.5	Materials & Resource Conservation		
	10.02.6	Indoor Environmental Quality		
	10.03	Whole Building Energy Analysis		
R	10.04	LEED Certification & Submission Fees		

ADDITIONAL SERVICES

	10.11	Scale Model Construction		
	10.12	Life Cycle Cost Analysis		
	10.14	Energy Studies		
	10.70	Tenant Related Services		
	10.71	Graphic Design		
	10.73	Non-Building Equipment Selections		
	10.74	Project Promotion/Public Relations		
	10.75	Leasing Brochures or Fire Evacuation Plans		
	10.76	Expert Witness or Other Legal Proceedings		
	10.77	Materials and System Testing		
	10.81	Mock Up Services		
	10.82	Still Photography		
	10.83	3D CADD Model Fly Through		
	10.86	Digital Data Transmission to Owner's Consultant		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2015

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
Advisor Insurance Agency
PO Box 686 - 101 Willey Street
Willard, MO 65781
Phone (417) 742-6826 Fax (417) 742-0188

CONTACT NAME: Kirk Reisner
PHONE (A/C, No, Ext): (417) 742-6826 FAX (A/C, No): (417) 742-0188
E-MAIL ADDRESS: kirk@insurancenerd.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Sentenial Ins Co LTD	11000
INSURER B :	Hartford Accident and Idemnity Co	22357
INSURER C :	Travelers Casualty and Surety of America	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Paragon Architecture, Inc.
430 S Glenstone Ave
Springfield MO 65802-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		37SBAAO5862	04/07/2015	04/07/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
A	**AUTOMOBILE LIABILITY** ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			37UECAQ8315	01/03/2015	01/03/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
A	☑ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 10,000.00			37SBAAO5862	04/07/2015	04/07/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000.00 $ 2,000,000.00
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37WBCJL0196	04/07/2015	04/07/2016	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
C	Professional Liability			105421842	03/26/2015	03/26/2016		1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

As per reqirement is contract at job location 1109-1111 East Broadway Street, Joplin, MO 64801

CERTIFICATE HOLDER

City of Joplin, MO
c/o Public Works
602 S. 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

Kirk N Reisner

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(Advertisement)

CITY OF JOPLIN

REQUEST FOR ARCHITECTURAL SERVICES

The City of Joplin is requesting qualification statements from qualified firms to provide professional architectural services for a new Route 66 Visitors Center and Convention and Visitors Bureau Administrative Offices. Interested firms are directed to the City of Joplin web site to acquire a complete RFQ document for this project at: http://joplinmo.org/bids.aspx . All submittals are to be addressed to City of Joplin, Attn: Mr. Patrick Tuttle, 602 S. Main, Joplin, Missouri 64801 and must be received on or before 10:00 AM CDST, April 16, 2015.

A general description of scope of work is in Exhibit "A" of the RFQ. A detailed scope of work will be developed in conjunction with the selected firm as part of the contract development process.

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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR ARCHITECTURAL SERVICES

CITY OF JOPLIN
REQUEST FOR ARCHITECTURAL SERVICES

PURPOSE OF RFQ

CITY OF JOPLIN invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with the development of a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility as herein outlined.

LOCATION

CITY OF JOPLIN is planning to construct a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility in the 1100 block of east Broadway, Joplin, Missouri. The scope of this project includes the preparation of a demolition and salvage plan for the existing structure on the property, including a plan to repurpose/reuse certain elements of the existing structure and the development of a conceptual plan for the site and the proposed new visitors center and administrative offices. A portion of the work will include the preparation of artistic renderings of the front elevation and a site plan inclusive of a conceptual layout of the visitor's center and administrative offices. All work is in Joplin, Missouri. CITY OF JOPLIN intends to competitively bid the project to qualified general contractors who will perform the work according to plans and specifications proposed by the qualified firm chosen pursuant to this RFQ.

OBJECTIVE

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

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

SCOPE OF WORK

The selected Architect will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon the initial selection of a Respondent based upon qualifications, with whom negotiations will proceed, a detailed Scope of Work will be developed. CITY OF JOPLIN anticipates a contract which will include a demolition/salvage plan and schematic/concept design, production of computer generated renderings, and cost estimations; however, CITY OF JOPLIN reserves the right to include additional project elements in the initial or subsequent professional services agreements as CITY OF JOPLIN may (in its sole discretion) deem appropriate. CITY OF JOPLIN will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, CITY OF JOPLIN reserves the right to approve proposed sub-consultants that will be associated with the Project.

PROJECT FUNDING

Funding for the work described herein will be provided by CITY OF JOPLIN.

SELECTION PROCESS

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

From a review of the statements of qualification received, CITY OF JOPLIN intends to evaluate the proposals and possibly invite one or more firms to be interviewed before making a final selection of a firm for this project. CITY OF JOPLIN will notify firms of the date and time of the interview. ***CITY OF JOPLIN reserves the right to make a selection based solely on statements of qualifications received.*** CITY OF JOPLIN may request that presentations be made to the Joplin Convention & Visitors Bureau Advisory Board.

The selected respondent whose selection was based on qualifications will then negotiate with CITY OF JOPLIN on a not-to-exceed fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, negotiations will proceed with the second most-qualified respondent until a mutually agreed contract can be negotiated.

EVALUATION CRITERIA

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

A. Qualifications of Firm (10 points)
   Qualifications of firm, specifically as they relate to this Project.
B. Firms Experience on Similar Projects (10 points)
   Related project experience of the firm(s) and the individuals who would be assigned to this Project.
C. Available Resources to Complete Project (10 points)
   This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.
D. Responsiveness to the RFQ (5 points)
   This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.
E. Professional References (10 points)

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

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

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

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

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

E. **Cost of Responses** – CITY OF JOPLIN will not be responsible for the costs incurred by anyone in the submittal of responses.

F. **Contract Negotiations** – This RFQ is not a contract or a commitment of any kind. If this RFQ results in a contract offer by CITY OF JOPLIN, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

G. **No Obligation** – CITY OF JOPLIN reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in CITY OF JOPLIN's best interest; or cancel the entire process.

H. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Missouri.

SUBMITTAL INSTRUCTIONS
Sealed submittals are required. An original and four copies of the responses are to be delivered to Joplin Convention and Visitors Bureau, at the address set forth below at or before 10:00 AM, CDST, on April 16, 2015. All submittals must be labeled:

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES
FOR Route 66 Visitors Center and CVB Administrative Offices
CITY OF JOPLIN
ATTN: Mr. Patrick Tuttle

602 S. Main

Joplin, Missouri 64801

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

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

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

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

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Firm Information**
  a. Firm name, addresses, and telephone numbers of all firm offices.
  b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
  c. Year's firm has been in business.
  d. Name of principals in firm.
  e. Primary contact.
  f. Organizational description.
  g. Description of firm's philosophy.

- **Divider #2: General Company History/Qualifications**
  a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
  b. An organization chart that explains team member responsibilities.
  c. Name of the Project Team Leader in charge of project.
  d. The resumes of all persons to be assigned to the project with their prospective roles identified.
  e. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Missouri.

- **Divider #3: Financial and Legal Status**
  a. Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required.
  b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
  c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
  d. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #4: Experience and References**
  a. Discussion of Architect's experience in working with government Agencies.
  b. List of representative Governmental projects, whether ongoing or completed, including references. Please begin with projects in Missouri. For each, please provide:
     i. Project name and location
     ii. Year completed
     iii. Short description of project
     iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
     v. Cost of Construction for project
     vi. Names, addresses and telephone numbers of general contractor and engineer
     vii. Design and construction cost and whether or not it was completed on time
     c. List of all projects currently under contract

• **Divider #5: Management and Organizational Approach**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

a. Describe your firm's understanding of the project.

b. Describe how the firm will organize to perform the services.

c. Description of Architect's approach to code analysis and jurisdictional approvals.

EXHIBIT "A"
GENERAL DESCRIPTION OF SCOPE OF WORK

CITY OF JOPLIN is planning to construct a Route 66 Visitors Center and Convention and Visitors Bureau Administrative Office facility in the 1100 block of east Broadway, Joplin, Missouri. The scope of this project includes the preparation of a demolition and salvage plan for the existing structure on the property, including a plan to repurpose/reuse certain elements of the existing structure and the development of a conceptual plan for the site and the proposed new visitors center and administrative offices. A portion of the work will include the preparation of artistic renderings of the front elevation and a site plan inclusive of a conceptual layout of the visitor's center and administrative offices. The selected design firm shall also provide an opinion of probably cost for the facility envisioned by the stakeholders, including a breakdown of all estimated professional fees, administrative costs, construction cost of the facility and all site work required for a complete and functional facility.

It is desired that the structure will be designed, contracted and built in a manner that incorporates materials and systems that will minimize the operation and maintenance cost while at the same time enhance Joplin's position among Route 66 communities and set the standard for historical redevelopment and commercial enhancement of the Broadway streetscape.

It is the intent of this scope of work to remove the existing structure from the site and to develop a demolition plan with will result in certain elements of that structure being repurposed into the design of the proposed new facility. The selected firm shall be expected to provide professional design services to develop a schematic/conceptual plan for a mixed use facility that will house a public visitor center with a "Route 66" theme and incorporate the required administrative offices within the same structure. It can be expected that the selected firm will be required to attend various stakeholder meetings to develop the vision for this facility and to use that information in the preparation of the conceptual plan.

Color renderings of the vision concepts shall be prepared for use by the City Staff in presentations to community stakeholders. The selected firm will be expected to attend those meetings and be prepared to make some or all of the presentations. A conceptual floor plan showing a layout of the various spaces along with an overall site plan will also be required. All such visual aid products will be computer generated and printable to a 24" X 36" format. All digital data shall be provided to the City.

The initial contract and scope of services will not include preparation of preliminary or final design plans or specifications. The City does not have funding to proceed with those future phases. It is the intent of the City to continue to work with the selected firm for future phases of this project, and if the funding can be secured in a timely manner, and the selected firm performs satisfactory during this initial phase, then the City will highly consider issuing an additional work authorization for that work.

CITY OF JOPLIN, MISSOURI
RFQ EVALUATION FORM

PROJECT #: RFQ 040215

PAMEL REVIEW SCORES FOR: RFQ to hire Architect for Broadway / Route 66 project

		Max Score			1 Tompkins Architects	2 SFS Architecture	3 Paragon Architecture	4 DRAW Architecture and Urban Design	5 Hood-Rich Architecture	6 CGA Architecture	7 Brennfoerder Architectural Services	8 PLJBD Architecture & Strustural Engineers	9 Ross Barney Architects	10 Archimages	11 Modus Studio Architecture and Prototyping	12 Yaeger Architecture, Inc.	13 Design LAB Architects	14 Susan Richards Johnson & Associates, Inc.	15 HJM Architects
1	Qualifications of Firm	(10 points)	Qualifications of firm, specifically as they relate to this Project.	A	5	5	9	5	6	9	5	7	5	6	5	5	5	6	6
				B	7	8	8	8	8	9	6	6	8	9	8	7	9	9	8
				C	8	10	8	8	8	10	6	10	8	8	8	8	9	9	9
				D	8	10	9	8	8	10	7	9	8	10	8	8	8	10	8
				E	8	8	8	4	5	8	5	8	6	6	7	5	7	6	4
2	Firms Experience on Similar Projects	(10 points)	Related project experience of the firm(s) and the individuals who would be assigned to this Project.	A	5	4	8	5	6	9	5	8	5	7	5	5	5	6	6
				B	6	9	10	8	5	8	5	6	6	7	6	7	10	8	8
				C	5	8	10	10	6	10	5	8	6	6	6	6	9	10	8
				D	8	9	8	7	7	8	7	8	8	8	8	8	7	8	8
				E	6	8	9	5	5	9	5	7	5	6	6	5	7	5	4
3	Knowledge of Route 66	(10 points)	A large part of this project will be to create the facade and building usefullness to attract Route 66 travelers and provide a "landmark" appeal.	A	5	8	8	5	5	8	5	7	5	6	5	5	5	5	5
				B	5	10	8	5	5	10	5	6	5	7	6	5	8	8	8
				C	6	10	10	8	8	10	10	8	8	3	3	3	6	10	8
				D	8	10	8	7	7	8	8	9	8	8	8	8	7	7	7
				E	6	8	7	4	4	6	6	7	4	4	4	4	6	5	4
4	Available Resources to Complete Project	(10 points)	This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.	A	7	6	8	6	7	9	5	7	7	7	6	5	5	5	6
				B	5	9	7	8	5	8	7	5	9	8	9	7	9	8	9
				C	10	8	9	8	9	9	5	8	10	10	8	8	8	8	8
				D	8	9	9	7	7	10	8	8	8	10	8	8	7	8	7
				E	7	7	7	5	5	7	6	7	6	6	5	6	6	6	5
5	Responsiveness to the RFQ	(5 points)	This would include any documents submitted such as concept plans, space planning, Route 66 and design concepts and other related items.	A	5	5	5	5	5	5	4	5	5	5	4	3	5	3	5
				B	2	4	7	3	3	5	4	3	4	4	3	3	3	3	4
				C	2	5	5	2	2	2	5	1	4	2	2	2	2	2	3
				D	3	5	5	3	3	4	5	4	5	3	5	5	5	3	3
				E	6	6	8	2	2	6	4	7	4	5	5	4	7	5	4
6	Professional References	(10 points)		A	5	5	8	5	6	8	5	7	6	7	5	5	5	6	6
				B	10	8	10	6	8	8	6	8	6	10	6	5	7	7	8
				C	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
				D	10	10	10	8	8	10	8	10	10	10	10	10	10	10	8
				E	5	5	7	4	4	6	2	6	5	6	4	4	6	4	4
		TOTALS	Dan Salisbury	A	32	33	46	31	35	48	29	41	33	38	30	28	30	31	34
			Taylor Cinningham	B	35	48	50	38	34	48	33	44	38	45	38	34	46	43	45
			Brian Kelly	C	41	51	52	46	43	51	41	45	46	39	37	37	44	49	46
			Mike Wilson	D	45	53	49	40	40	50	43	48	47	40	47	47	44	46	41
			Patrick Tuttle	E	38	42	46	24	25	42	28	42	30	33	31	28	39	31	25
			AVERAGED RATING		38	45	48	46	35	48	35	43	39	41	37	35	41	40	38
					Tompkins Architects	SFS Architecture	Paragon Architecture	DRAW Architecture and Urban Design	Hood-Rich Architecture	CGA Architecture	Brennfoerder Architectural Services	PLJBD Architecture & Strustural Engineers	Ross Barney Architects	Archimages	Modus Studio Architecture and Prototyping	Yaeger Architecture, Inc.	Design LAB Architects	Susan Richards Johnson & Associates, Inc.	HJM Architects
		05/05/15	Panel Discussion Choice			#3	#1			#2		#4							