COUNCIL AGENDA

June 16, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

4. Finalization of Consent Agenda

5. Reports and Communications
1. Insurance Update – Leslie Haase, Finance Director

2. Semi-Annual Report of the Capital Improvement Public Safety Tax Oversight Committee by Doug Doll- Chairman

3. Dan Salisbury, Assistant District Engineer, MoDOT, Report on the West Corridor Bypass.

6. Citizen Requests and Petitions
1. Mr. Tom Walters, 508 S. Sergeant, requests to address Council regarding funding for park and lighting, actual timeline and temporary location until new park is built.

2. Mr. Doug Hunt, 1232 Xenia Ct, requests to address Council concerning the Hope Valley Development Project at I-44 and Range Line.

7. Public Hearings

8. Consent Agenda
1. Minutes of the June 2, 2014 Council Meeting

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. COUNCIL BILL NO. 2014-506 - AN ORDINANCE approving a Petition to Establish the Northpark Lane Community Improvement District and creating the Northpark Lane Community Improvement District.

3. COUNCIL BILL NO. 2014-507 - AN ORDINANCE approving a Cooperative Agreement between Northpark Mall/Joplin, LLC, the Northpark Lane Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and approval rights relating to the District's issuance of District Obligations and authorizing the City Manager to execute the Agreement.

9. Resolutions

1. RESOLUTION NO. 2014-013 - A RESOLUTION authorizing the offering for sale of certificates of participation to finance a project for the City of Joplin, Missouri.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-150 - AN ORDINANCE approving by and between the City of Joplin and the Missouri Department of Transportation. An Agreement for relocation of an existing sewer line in conjunction with the new interchange project at I-44 and CR 190 by the Crossroads Industrial Park and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-407- AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte & Touche, LLP to provide administrative services related to the 2013 Community Development Block Grant- Disaster Recovery Fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

3. COUNCIL BILL NO. 2014-508 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

4. COUNCIL BILL NO. 2014-608 - AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport; and containing an emergency clause.

5. COUNCIL BILL NO. 2014-609-AN ORDINANCE authorization to enter into a purchase agreement with Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport; and containing an emergency clause.

6. COUNCIL BILL NO. 2014-610-AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause.

7. COUNCIL BILL NO. 2014-611-AN ORDINANCE approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause.

8. COUNCIL BILL NO. 2014-612-AN ORDINANCE approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Construction Services for a Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-147 - AN ORDINANCE authorizing the City Council to issue a partial abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7501 E. 26th St.

2. COUNCIL BILL NO. 2014-613 - AN ORDINANCE approving an Agreement for virtual consolidation of public safety answering points by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Announcements from the Public Information Officer:

2. Adjourn to Work Session for the discussion of future plans of Memorial Hall.

Notice posted at 4:30p.m. on this the 12th day of June 12, 2014. (RSMo 610.020)

INFORMAL NOTES

June 2, 2014

Discussion of Joplin Schools invoice	Leslie Haase, Finance Director, briefed Council from an earlier October Informal discussion of recommending payment to Joplin Schools the payment of $2,140,470 and how it would be disbursed. Since that discussion the City had not finalized the spending for the state allocation of the $14 million (of which council had voted to use $840,470 of the money and parks and storm water for the $1,300,000). Staff is recommending the proposed funding: Parks and Stormwater sales tax $1,838,560 and Transportation Sales Tax $301,910. Council consented with Mr. Woolston making the motion; Second by Mr. Scearce.
Mayor Seibert – Appointment with Mr. Mercer	Mayor Seibert announced Council had their scheduled appointments with the consultant Mr. Jim Mercer beginning tomorrow.
Informal Meetings	Council discussed topics being considered at informal meetings and whether they could be placed on the regular council agenda. It was decided to try and bring the information to the open meeting under presentations

REPORTS
AND
COMMUNICATION

1. Insurance Update presented by Leslie Haase, Finance Director

City of Joplin

Office of the Director of Public Works
602 S. Main Street
Joplin, Missouri 64801

(417)624-0820 Ext. 500
(417)625-4738 (Fax)

MEMORANDUM

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

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

DATE: **June 9, 2014**

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

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

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, and the progress toward completion of projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year. This is the twenty-fourth (24^{th}) such presentation.

Attachment: Capital Improvement Oversight Sales Tax Committee June 9, 2014 Semi-Annual Public Report.

Capital Improvement and Public Safety Oversight Sales Tax Committee
Semi-Annual Public Report
June 9, 2014

Introduction

The Joplin City Council, on August 20, 2001 adopted Ordinance Number 2001-120, providing for the submission to voters on November 6, 2001 of two sales tax propositions for the purpose of funding capital improvements, stormwater control and City park improvements.

The Joplin City Council, on May 3, 2004 adopted Ordinance Number 2004-107, providing for the submission to voters on August 3, 2004 of a sales tax proposition for the purpose of funding capital improvements.

On September 17, 2001, the Joplin City Council approved Resolution Number 2001-043 creating the Capital Improvement Oversight Sales Tax Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Stormwater Control and City Park Improvement Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collection and expenditure of revenue from the sales tax, and progress toward completion projects funded therefrom, and make a written, public report to the City Council in April and October of each year.

On November 6, 2001 the voters approved "Proposition B" for the purpose of funding stormwater control and City park improvements. On August 3, 2004 the voters approved "Proposition A" for the purpose of funding capital improvements. On November 7, 2006 the voters approved "Proposition A" for purpose of improving public safety.

Oversight Committee Members

The City Council, in response to voter approval of "Proposition B", appointed seven (7) Joplin residents to serve on the Capital Improvement Oversight Sales Tax Committee.

On July 2, 2007, the City Council passed Resolution No. 2007-020 by appointing the Capital Improvement Oversight Sales Tax Committee to review collection and expenditures of revenue from the one-half of one cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council passed Resolution No. 2007-027 amending the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amending the mission thereof.

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

Tom Beisner	Charles Buchanan
Chris Churchwell	Doug Doll
Charles Genesio	Don Goetz
Harvey Hutchinson	DeWayne Patton
James Richards	

Review of Oversight Committee Meetings

February 20, 2014

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2014 stormwater improvements and maintenance activities and the capital improvements street program. Leslie Haase updated the committee on the parks activities. Jason Burns, Mitch Randles, and Lane Roberts updated the committee on the public safety sales tax activities.

May 15, 2014

The Oversight Committee began this meeting by reviewing the collection and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2014 stormwater improvements and maintenance activities and the capital improvements street program. Chris Cotten updated the committee on the parks activities. Jason Burns and Mitch Randles updated the committee on the public safety sales tax activities. Nick Heatherly updated the committee on the renewal of the capital improvement sales tax. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Doug Doll, will present this report on Monday, June 16, 2014.

Committee Observations

As of the Oversight Committee's last meeting on May 15, 2014, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level.

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

Respectfully Submitted,

6-9-14
Date:

Doug Doll,
Chairman

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

MINUTES
CAPITAL IMPROVEMENT AND PUBLIC SAFETY
SALES TAX OVERSIGHT COMMITTEE
REGULAR MEETING
MAY 15, 2014
4:00 P.M.

Call to order:

The Capital Improvement and Public Safety Sales Tax Oversight Committee met in regular session on Thursday, May 15, 2014. Present were Committee Members Tom Beisner, Chris Churchwell, Doug Doll, Don Goetz, DeWayne Patton, and James Richards. Committee Members Charles Buchanan, Charles Genesio, and Don Richardson were absent.

City Staff present were Leslie Haase, Director of Finance; Nick Heatherly, Director of Public Works; Dan Johnson, Civil Engineer; Chris Cotten, Parks Director; Jason Burns, Police Chief; and Mitch Randles, Fire Chief.

Approve minutes from the February meeting:

Mr. Doll asked for corrections or additions to the minutes from the meeting of February 20, 2014, and none were received.

MR. GOETZ MOVED, SECONDED BY MR. PATTON, THAT THE MINUTES FROM THE MEETING OF FEBRUARY 20, 2014 BE APPROVED AS WRITTEN. THE MOTION CARRIED, WITH MR. BEISNER, MR. CHURCHWELL, MR. DOLL, MR. GOETZ, MR. PATTON, AND MR. RICHARDS VOTING "AYE"; AND WITH MR. BUCHANAN, MR. GENESIO, AND MR. RICHARDSON BEING ABSENT (6 IN FAVOR, 3 ABSENT).

Mr. Doll entertained a motion to excuse those committee members who are absent.

MR. BEISNER MOVED, SECONDED BY MR. GOETZ, THAT THOSE COMMITTEE MEMBERS WHO ARE ABSENT BE EXCUSED. THE MOTION CARRIED, WITH MR. BEISNER, MR. CHURCHWELL, MR. DOLL, MR. GOETZ, MR. PATTON, AND MR. RICHARDS VOTING "AYE"; AND WITH MR. BUCHANAN, MR. GENESIO, AND MR. RICHARDSON BEING ABSENT (6 IN FAVOR, 3 ABSENT).

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

Ms. Haase gave those present reports outlining the revenues and expenditures for the parks and stormwater sales tax through April, 2014. Revenues are not being collected in Phase I, with the City still completing the stormwater projects. For the second quarter $502,980 was spent, with $1,692,308 remaining. At the completion of all of the phase I projects, any remaining funding would be transferred to Phase II.

Ms. Haase discussed the projects in Phase I, with some money remaining to be spent on annual maintenance. Stormwater projects which are still ongoing in Phase I include Mohaska Ditch, Porter Avenue and "B" Street, "C" Street west of Porter, "B" Street west of Porter, Eighth Street and Patterson Avenue, and 24th Street and Meadow Avenue.

Ms. Haase discussed Phase II and stated that $637,163 has been collected for parks during FY 2014, with the fund balance being a negative figure since Schifferdecker Aquatic Center was constructed before the revenues were collected. On the stormwater side $916,892 was collected.

Ms. Haase discussed the expenditures in Phase II for FY 2014, with $73,256 being spent for parks, with the Tax Increment Financing (TIF) developers being paid $28,844. On the stormwater side $217,398 was spent, with the TIF developers being paid $41,507. Just over $5.8 million remains on the parks side, with almost $17.9 million on stormwater.

Ms. Haase discussed the projects in Phase II, with annual maintenance being completed each year for parks, with work still progressing on the softball complex. Signage for Schifferdecker Park is complete, with improvements being made to the athletic complex, Cunningham Park, and McClelland to Town Green via Tin Cup Trail. The City continues to support the Audubon Center, with expenditures on the off-leash dog park. Just under $7.2 million has been spent on parks. Expenditures have been made for most of the stormwater projects. Besides the maintenance activities, these costs are for design work, with $506,882 being spent.

Mr. Doll asked if the support for the Audubon Center decreases annually and eventually ceases, and Ms. Haase replied that it decreases on the general fund side and increases on the parks side, but funding will totally cease in two years.

Parks:

Mr. Cotten stated that the signage for Schifferdecker Park is complete. The meter board changes every two seconds based on the traffic count.

Stormwater:

Mr. Johnson stated there were four employees in Phase I, with eight employees in Phase II. There are now six Laborer I's, one Laborer II, and one equipment operator. The Laborer II and equipment operator act as supervisors for the ditch cleaning and small maintenance projects. He stated that 17 percent of the current budget has been spent, with $80,000 being spent on replacing existing catch basins. A box culvert will be replaced at Ninth Street and St. Louis Avenue.

Mr. Johnson discussed the major stormwater projects in Phase I. Testing showed no contaminated soil on "B" Street west of Porter, "B" Street from Harlem to Empire, and "C" Street west of Porter, so Allgeier-Martin and Associates will be hired to provide consulting services at the June 2, 2014 City Council meeting. These projects will be bid this summer.

Mr. Johnson discussed the projects in Phase II including the regional detention pond west of Arizona Avenue and north of 32nd Street. This large project is being funded through state DED funds (damaged infrastructure rebuilding funds) which must be spent by June 30, 2015. The

regional detention on the northeast side of Murphy Boulevard will also be constructed with state DED funds. Bids for that project will be opened on Tuesday, May 20.

Mr. Doll asked if this detention is in the parkway, and Mr. Johnson replied yes. The box culvert under 15th Street was replaced in 2009 as part of the first program and was sized with this new detention pond being anticipated. Ms. Haase stated that the report for the third quarter of FY 2014 will include the state DED revenues.

Capital Improvement Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the capital improvement sales tax through the second quarter of FY 2014. The beginning fund balance for FY 2014 was just over $11.9 million, with $2,331,057 being collected in sales tax. On the TIGER grant, $290,057 has been received, with $12,439 being received in interest income and $646,517 being collected in local government participating revenues.

Ms. Haase stated that $1,452,322 has been spent during FY 2014, with $98,490 being paid to the TIF developers. Almost $26 million remains in the current venue. This tax sunsets on December 31, 2014, with the City Council placing this up for renewal at the August election.

The overlay program continues annually. The Maiden Lane, Schifferdecker Avenue, and 26th Street improvements are still progressing in conjunction with the TIGER grant. Remaining projects include Zora Street from Range Line Road to Main Street, St. Louis Avenue from Broadway to Zora, and traffic signal upgrades. Also in conjunction with the TIGER grant are the 20th Street Overpass and 20th Street Transit. Actual costs to date total $44,436,369.

Mr. Doll asked Ms. Haase how the City is actually doing compared to the projected revenues. She replied that the first six months were right on budget, but for the month of May the revenues increased over 40 percent for most entities throughout Missouri. She doesn't expect that trend to continue.

Mr. Johnson discussed the projects and stated that the 2013 overlay program is 85 percent complete. Plans are in progress for the overlay of Main Street, with that work completing the 2013 project.

Mr. Patton asked how much of Main Street is to be resurfaced, and Mr. Johnson replied that depends on what funding is available. He is compiling the data for the 2014 program, with advertisement for bids taking place soon.

Mr. Johnson stated that a consultant has been hired to handle the project management on Maiden Lane from Ninth to 32nd Streets, with construction beginning soon.

Mr. Doll asked if Maiden Lane will have five lanes all the way from Seventh Street to 32nd Street, and Mr. Johnson replied yes. This work was included on the project list as two project since Maiden Lane currently has five lanes from 17th to 20th Streets, but drainage improvements were incorporated into the project in this area.

Mr. Richards asked if the ditch will be covered. Mr. Johnson replied that the ditch will be covered, with sidewalk being placed in this area.

Mr. Johnson stated that the work on 26th Street is progressing, with Schifferdecker Avenue to be complete on time. Work on Zora Street from Range Line Road to Main Street and on St. Louis from Broadway to Zora will begin later this year.

Mr. Goetz asked what changes are proposed for Zora Street, and Mr. Johnson replied widening to five lanes. Mr. Doll asked if Zora currently has three lanes, and Mr. Johnson replied this project will make Zora five lanes from Range Line to Main Street.

Public Safety Sales Tax:

Ms. Haase gave those present reports outlining the revenues and expenditures for the public safety sales tax through the second quarter of FY 2014. The beginning fund balance was $10,952,669, with $3,107,946 being collected during FY 2014. Expenditures total $139,996 for street lights, $1,318,952 for police, and $880,393 for fire. On the temporary training facility, $93,114 was spent, with the TIF developers being paid $152,164. The total expenditures are $2,584,619, with an ending fund balance of $11,475,996.

Ms. Haase stated that Chief Randles is purchasing the props for the training facility. Once the training facility is complete, the final fire station on the east side of Joplin will follow, with this tax just providing for normal operations at that point.

Mr. Doll asked Ms. Haase about the increased personnel costs when all the facilities are built, and she replied nothing can be charged to this tax unless the training facility starts generating sufficient revenue to cover the costs. No operational expenditures were budgeted for the training facility.

Mr. Doll asked if the current revenue levels will be sufficient to pay the ongoing labor expenses for the additional fire station, and Ms. Haase believes so at this point.

Police:

Chief Burns stated that all the public safety sales tax positions are currently filled. There are currently three openings for which he is conducting background checks at this point.

Chief Burn gave those present reports outlining the activities at the training facility, along with the outside agencies that are participating in training at the facility. The number of personnel training increases on a monthly basis. A total of 1,374 police officers have received training in 75 different training days, with 93 officers being trained on the driving simulator in seven days of training.

Chief Burns stated that some outside regional training events have been conducted since post credits can transfer out of state. He is actively engaging the surrounding agencies in Kansas and Oklahoma to train at the facility.

Fire:

Chief Randles stated that work is progressing on the training facility, with contracts being awarded for engineering and architectural services for the outdoor training area. Design work is in progress

for the permanent classroom portion of the facility. The department is working on a collapse rescue and confined space rescue area.

Chief Randles is purchasing outdoor fire training props simulating car fires, dumpster fires, hazardous material fires, and a flammable liquid fire that can also be used by airport personnel for their required annual training. He is developing specifications for the multi-story training tower to be advertising for bids during June. He anticipates increased use of the facility next year when the props are received and buildings are constructed.

Chief Randles is looking for property for Fire Station 7 in the general vicinity of Flying J. Following completion of relocated Fire Stations 2 and 4, he reviewed the response plan for the entire city and selected a general area for the proposed station to maximize the department's response time. He anticipates presenting a contract for the purchase of property for Fire Station 7 to the City Council by the end of 2014.

Mr. Doll asked if the training facility provides an opportunity for training for the area volunteer fire departments. Chief Randles discussed a unique challenge regarding any cost recovery on training, in that their ability to pay for training is very minimal. There are no requirements for any training to be a firefighter in the state of Missouri, so it is difficult to get the volunteer groups to participate in these training efforts.

Chief Randles is developing a relationship with Crowder College on associate degree programs in arts and applied sciences. The applied science degree is a technician's degree containing 45 to 50 hours of firefighting classes. The associate arts degree contains about 30 hours of core competencies rather than general education. Department of Labor grant funding has provided for free training for fire, police, and emergency medical services. Chief Randles is trying to develop a cooperative effort with a four-year university in the area to start a bachelor's degree of fire science.

Ms. Haase then presented the project list entitled Exhibit "A" for the capital improvement sales tax renewal. Mr. Heatherly stated that the City Council appointed a group of citizens who met four times to discuss a variety of things. The City staff provided financial information and historical data on the current sales tax that began in 2005. They provided a list of items that were identified in 2004. At that time a citizens' committee identified 45 projects totaling over $90 million.

The staff brought any of those projects forward that have not been completed, along with additional projects that staff had identified. The committee members identified a few additional projects they wanted to add to the overall list for consideration. They compared one to the other, with the results being tallied, resulting in a list of 43 projects totaling over $200 million. It was indicated that $45 to $50 million would be collected over a 10-year period with this tax. They prioritized that list in identifying the projects that would tally up to about $50 million.

The final list includes 14 projects spread throughout the community. Some projects are in the vicinity of the new Mercy Hospital. Several city-wide projects are related to neighborhood transportation improvement type projects, including street surface repair.

Staff expressed the need to begin thinking about the long-term impact of utilizing a funding source with a sunset as a reliable long-term funding source for the overlay program. Staff should be

focused on using the transportation sales tax funding source for the overlay program and recommended that the overlay portion not be included this time.

The committee members wanted to use the capital improvement sales tax to express specific issues like raising manholes, dealing with water values, or utilities. The neighborhood transportation improvements, street surface repair, and intersection improvements were ranked as 3, 4, and 5 in their total priority. Other top priorities included 32nd Street from Schifferdecker Avenue to Central City Road and 20th Street from Schifferdecker to Country Club Road.

Staff recommended the addition of the two projects which were ranked as 16 and 28. They lie in Jasper and Newton Counties outside of the Joplin city limits, but both counties have indicated they're willing to spend a substantial portion of bridge replacement funds on those projects.

Joplin has a memorandum of understanding with Jasper County on the bridge on Schifferdecker Avenue. This bridge connects with Zora Street to provide an ultimate truck route. Another priority includes the widening of Zora Street from Range Line Road to Route 249, providing for the continuation of the truck route.

Other projects include the continuation of Connecticut Avenue across Interstate 44 down to 44th Street, and 44th Street east to Range Line Road. Joplin will be entering into the Village of Leawood, and if they don't participate, staff will look at what that does to the overall traffic pattern at that point, and what the end result will be.

The projects approved during 2004 are all inside the city limits of Joplin. Eight of the 14 projects on the 2014 list have requirements that cannot be done without some cooperation and partnership with other jurisdictions.

Mr. Doll asked if 32nd Street involves both Jasper and Newton Counties, and Mr. Heatherly replied yes. Mr. Beisner asked if the counties will participate in the funding, and Mr. Heatherly has not anticipated it in the cost estimates.

Mr. Richards asked for the staff's vision on Zora Street, and Mr. Heatherly replied that the bridge project would provide a connection from Zora onto Schifferdecker.

Mr. Heatherly asked the members of the oversight committee for assistance in promoting this venue. Staff can answer questions and provide educational information but cannot tell anyone how to vote.

Mr. Richards discussed the traffic going south Lone Elm Road and cutting behind Eagle-Picher. He asked if the goal is to divert that traffic over on Zora Street and west to Schifferdecker. Mr. Johnson stated that the traffic has increased on Zora following completion of the interchange. He discussed the widening of Perkins Street and extension of Maiden Lane to Murphy Boulevard which were ranked as 13 and 19.

Mr. Heatherly stated that an updated long-range transportation plan is scheduled for 2015. Some additional projects on the list might be completed if grant funding sources become available. The Traffic Commission will make recommendations as to how and where these monies would go to.

Mr. Goetz resides near Zora Street and discussed issues with traffic backing up at the intersection of Zora and Duquesne Road during peak hours.

Mr. Patton asked about the plans for the Low Water Bridge. Mr. Johnson replied staff has looked at leaving the existing bridge as a walking path for the trails, with a new bridge being constructed further to the east and out of the flood plain to allow for a shorter bridge. Newton County had an engineer study this, and they are coming back to the original location for many reasons. Pedestrian and bike lanes would be added on either side of the new bridge.

Mr. Doll asked the committee members to support the extension of the capital improvement sales tax for another 10 years. These projects won't happen if the voters don't approve it in August. He thought these projects were pretty important for the continued growth and safety in the community.

MR. CHURCHWELL MOVED, SECONDED BY MR. RICHARDS, THAT THE MEMBERS OF THE CAPITAL IMPROVEMENT AND PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE SHOW THEIR SUPPORT TO MOVE FORWARD WITH THE EXTENSION OF THE CAPITAL IMPROVEMENT SALES TAX. THE MOTION CARRIED, WITH MR. BEISNER, MR. CHURCHWELL, MR. DOLL, MR. GOETZ, MR. PATTON, AND MR. RICHARDS VOTING "AYE"; AND WITH MR. BUCHANAN, MR. GENESIO, AND MR. RICHARDSON BEING ABSENT (6 IN FAVOR, 3 ABSENT).

Mr. Doll stated that the Chamber of Commerce is developing a marketing plan to sell the venue to the voters. He reminded everyone that this is not a tax increase but is a continuation of an existing tax. One of the reasons for placing this on the August ballot is that the Missouri Department of Transportation (MoDOT) is placing a proposed sales tax increase on the November ballot.

Ms. Haase stated that August is the latest possible time to place the extension of the capital improvement sales tax on the ballot to provide for the continuity of this tax.

Mr. Doll stressed the importance of completing the projects that were promised to the voters, and part of the marketing campaign for the upcoming election is showing that the City did that.

Schedule next meeting of the oversight committee:

The next meeting of this committee will be held on Thursday, August 21, 2014 at 4:00 p.m. The semi-annual report will be presented to the City Council on Monday, June 16, 2014.

Adjournment:

There being no further business to come before the Capital Improvement and Public Safety Sales Tax Oversight Committee, the meeting stood adjourned at 4:54 p.m.

Doug Doll, Chairman

Susan Champlin, Secretary

PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE I
As of April 30, 2014
Sunset Date 4/1/12, Sales Tax Rate .25% (1/4)

	PARKS (31.5%)	STORMWATER (68.5%)	TOTAL
Beginning Fund Balance-FY 2014	$ (243,190.19)	$ 4,322,016.05	$ 4,078,825.86
Revenues:			
Actual sales tax receipts-Prior Years	9,165,443.45	20,251,036.36	29,416,479.81
Interest Income-Prior Years	165,993.63	360,970.28	526,963.91
Traffic Material Repairs-Prior Years	-	50,466.00	50,466.00
BRO Funds (County Road and Bridge)-FY 2005	-	18,000.00	18,000.00
BRO Funds (County Road and Bridge)-FY 2010		1,159,996.74	1,159,996.74
City Resale Proceeds-Prior Years	13,056.00	2,900.00	15,956.00
General Fund transfer for Athletic Complex property-FY 2004	1,020,563.00	-	1,020,563.00
General Fund transfer-FY 2005	250,000.00		250,000.00
Cunningham Pool Grant-FY 2005	150,000.00	-	150,000.00
DNR Trail Grant-Prior Years	78,511.03		78,511.03
General Fund Transfer for Softball Fields-FY 2010	1,199,626.96		1,199,626.96
Total projected funding sources	$ 12,043,194.07	$ 21,843,369.38	$ 33,886,563.45
Expenditures:			
Actual project costs to date-Prior Years	$ 12,109,265.00	$ 17,132,764.90	$ 29,242,029.90
Actual TIF/Transfer payments to Developer to date-Prior Years	177,119.26	388,588.43	565,707.69
Actual costs to date-Current Year	-	502,979.94	502,979.94
Actual TIF/Transfer payments to Developer to date-Current Year	-	-	-
Sub-Total actual costs to date	$ 12,286,384.26	$ 18,024,333.27	$ 30,310,717.53
Remaining estimated project costs	-	1,692,308.00	1,692,308.00
Total projected costs	$ 12,286,384.26	$ 19,716,641.27	$ 32,003,025.53
Shortfall of estimated sales tax receipts	(243,190.19)	2,126,728.11	1,883,537.92
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (243,190.19)	$ 2,126,728.11	$ 1,883,537.92
Initial estimated cost of projects	9,369,000.00	20,365,171.00	29,734,171.00

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

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2014

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
McKinley Park Improvement Project	NA	$ 30,000	$ -	$ -	$ 30,000	$ -	
Mohaska Park Improvement Project	TS0216	30,000	24,506	24,506	5,494	-	
Garvin Park Improvement Project	TS0202	60,000	53,706	53,706	6,294	-	
Iron Gates Park Improvement Project	TS0207	100,000	64,643	64,643	35,357	-	
Roanoke Park Improvement Project	TS0208	30,000	30,405	30,405	(405)	-	
McClelland Park Improvement Project	TS0209	150,000	101,841	101,841	48,159	-	
Schifferdecker Park Improvement Project	TS0210	220,000	105,559	105,559	114,441	-	
Spiva Park Improvement Project	TS0211	20,000	15,400	15,400	4,600	-	
McIndoe Park Improvement Project	TS0212	200,000	162,050	162,050	37,950	78,511	DNR Trail Grant
Pedestrian & Bike Trails Project	TS0213	550,000	426	426	549,574	-	
Landscaping & Beautification of Entire Park System	TS0214	150,000	9,927	9,927	140,073 *	-	
Softball Fields	TS0215	888,104	1,806,774	1,806,774	-	1,199,627	General Fund Transfer
Athletic Complex Project	TS0203	6,000,000	7,163,204	7,163,204	(1,163,204)	1,123,619	GF T-fer & Sewer Fund
Ewert Pool Renovation	TS0204	800,000	1,110,366	1,110,366	(310,366)	-	
Cunningham Pool Renovation	TS0206	800,000	1,206,447	1,206,447	(406,447)	400,000	LWCF Grant/GF T-fer
Memorial Hall Project	TS0205	229,000	254,010	254,010	(25,010)	-	
TOTAL PARKS PROJECTS		**$ 10,257,104**	**$ 12,109,265**	**$ 12,109,265**	**$ (933,490)**	**$ 2,801,757**	
STORMWATER PROJECTS:							
Annual Maintenance (10 Years)	TS0408	$ 2,500,000	$ 3,360,839	$ 3,500,000	$ -	-	
Willow Branch Phase 1 (6th Street Relief)	TS0201	2,469,834	2,516,024	2,516,024	(46,190)	-	
4th Street East & Murphy Blvd.	TS0404	1,000,805	973,309	973,309	27,496	634,499	STP Urban Grant
5th Street & Division Avenue	TS0403	951,180	1,285,914	1,285,914	(334,734)	-	
Willow Branch Phase 3 (Connor Ave. Relief)	TS0407	508,880	297,519	297,519	211,361	86,307	CDBG Funds
Davis S.W. Detention Project	TS0402	502,275	648,541	648,541	(146,266)	-	
Brownell - 32nd Street to 34th Street	TS0409	606,421	78,847	78,847	527,574	-	
Mohaska Ditch	TS0410	593,104	59,636	110,000	-	-	
5th Street & Murphy Boulevard	TS0405	391,094	742,721	742,721	(351,627)	525,498	STP Urban Grant
Willow Branch Phase 2 (Moffet Ave. Relief)	TS0406	625,790	1,324,406	1,324,406	(698,616)	468,799	CDBG Funds
Roosevelt Ave. at 17th Street (Culvert)	TS0411	45,892	80,421	80,421	(34,529)	-	
Connecticut Ave. S. of Campbell Parkway (Culvert)	TS0412	156,000	274,200	274,200	(118,200)	171,600	Trans. Sales Tax Funds
30th Street & McClelland Boulevard	TS0413	666,278	576,120	576,120	90,158	400,000	Trans. Sales Tax Funds

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2014

STORMWATER PROJECTS:	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
Willow Branch Phase 4 (Picher Ave. - 10th to Junge)	TS0414	$ 530,530	$ 470,910	$ 470,910	$ 59,620	$ 300,000	CDBG Funds
Range Line Road South of 20th Street	TS0415	426,600	406,376	406,376	20,224	-	
38th Street & Jackson Avenue (Jackson Culvert)	TS0416	70,200	70,297	70,297	(97)	70,297	Trans. Sales Tax Funds
6th Street & Porter Avenue	TS0417	307,035	32,725	32,725	274,310	-	
44th Street East of Oaklawn Drive (Bridge)	TS0418	278,374	121,566	121,566	156,808 *	-	
36th Street to Ferguson Road (Ditch)	TS0419	211,230	242,095	242,095	(30,865)	-	
Porter Avenue & "B" Street	TS0420	796,800	38,237	820,000	-	-	
McCoy Avenue & West 1st Street	TS0421	92,933	66,274	66,274	26,659	-	
"C" Street West of Porter Avenue	TS0422	190,801	57,567	220,000	-	250,000	Jasper County
8th Street & Patterson Avenue	TS0423	284,577	3,775	150,000	-	-	
Maiden Lane North of 7th Street	TS0424	87,387	1,240,176	1,240,176	(1,152,789)	50,466	Traffic Material Refund
"B" Street West of Porter Avenue	TS0425	62,626	29,268	85,000	-	-	
Texas Avenue - 32nd Street to 34th Street	TS0426	317,987	125,026	125,026	-	-	
Joplin Avenue - 11th Street to 12th Street	TS0427	329,443	367,001	367,001	(37,558)	300,000	CDBG Funds
2nd Street West of Walnut Avenue	TS0428	78,480	74,945	74,945	3,535	-	
15th Street East of Delaware Avenue	TS0429	207,000	164,247	164,247	42,753	164,247	Trans. Sales Tax Funds
10th Street & Peters Avenue	TS0430	46,606	45,424	45,424	-	-	
Schifferdecker Avenue at 32nd Street	TS0431	79,024	-	-	79,024 *	-	
Indiana Avenue - 20th Street to 22nd Street	TS0432	1,324,861	522,196	522,196	802,665	300,000	CDBG Funds
Iowa Avenue - 20th Street to 24th Street	TS0433	1,379,048	130,955	130,955	-	130,955	CDBG Funds
Old 32nd Street at McClelland Boulevard	TS0434	461,500	219,436	219,436	242,064	219,436	Trans. Sales Tax Funds
33rd Street West of Connecticut Avenue (Ditch)	TS0435	95,808	116,729	116,729	(20,921)	-	
Connecticut Avenue North of 26th Street	TS0436	43,833	16,432	16,432	27,402	16,432	Trans. Sales Tax Funds
Maiden Lane - 17th Street to 20th Street	TS0437	593,339	-	-	-	-	
Main Street at 10th Street	TS0438	47,269	99,942	99,942	(52,673)	-	
"A" Street West of Porter Avenue	TS0439	88,529	217,779	217,779	(129,250)	-	
Perkins Street West of Monroe Avenue	TS0440	120,926	54,695	54,695	66,231	-	
32nd Street & Schifferdecker Avenue	TS0441	56,912	-	-	56,912 *	-	
24th Street & Meadow Avenue	TS0442	515,749	393,370	750,000	-	-	
14th Street West of Joplin Avenue	TS0443	222,211	89,802	89,802	132,409	-	
TOTAL STORMWATER PROJECTS		**$ 20,365,171**	**$ 17,635,745**	**$ 19,328,051**	**$ (307,113)**	**$ 4,088,536**	

*Projects completed using other funds.

Project Completed in Current Quarter

Project Complete

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PARKS STORMWATER SALES TAX FUND
PROJECT ANALYSIS
PHASE II
As of April 30, 2014
Sunset Date 3/31/22, Sales Tax Rate .25% (1/4)

	PARKS (41%)	STORMWATER (59%)	TOTAL
Beginning Fund Balance-FY 2014	$ (5,355,179.44)	$ 2,249,253.40	$ (3,105,926.04)
Revenues:			
Actual sales tax receipts in 2014	637,162.52	916,892.42	1,554,054.94
Projected sales tax receipts in 2014	617,437.48	888,507.58	1,505,945.06
Projected sales tax receipts in 2015	1,231,615.81	1,772,325.19	3,003,941.00
Projected sales tax receipts in 2016	1,253,169.10	1,803,340.90	3,056,510.00
Projected sales tax receipts in 2017	1,278,232.40	1,839,407.60	3,117,640.00
Projected sales tax receipts in 2018	1,303,797.13	1,876,195.87	3,179,993.00
Projected sales tax receipts in 2019	1,329,873.13	1,913,719.87	3,243,593.00
Projected sales tax receipts in 2020	1,356,470.65	1,951,994.35	3,308,465.00
Projected sales tax receipts in 2021	1,383,599.94	1,991,034.06	3,374,634.00
Projected sales tax receipts in 2022	703,906.45	1,012,938.55	1,716,845.00
Actual sales tax receipts-Prior Years	1,833,673.31	2,638,700.57	4,472,373.88
Interest Income-Current Year	-	-	-
Interest Income-Prior Years	-	-	-
Total projected funding sources	$ 12,928,937.92	$ 18,605,056.96	$ 31,533,994.88
Expenditures:			
Actual project costs to date-Prior Years	$ 7,117,628.25	$ 289,484.01	$ 7,407,112.26
Actual TIF/Transfer payments to Developer to date-Prior Years	71,224.56	99,963.16	171,187.72
Actual costs to date-Current Year	73,255.74	217,397.99	290,653.73
Actual TIF/Transfer payments to Developer to date-Current Year	28,843.61	41,506.61	70,350.22
Sub-Total actual costs to date	$ 7,290,952.16	$ 648,351.77	$ 7,939,303.93
Remaining estimated project costs	5,831,366.00	17,849,481.00	23,680,847.00
Total projected costs	$ 13,122,318.16	$ 18,497,832.77	$ 31,620,150.93
Shortfall of estimated sales tax receipts	(193,380.24)	107,224.19	(86,156.05)
Future alternate source of Funding-CDBG/Grants/TST	-	-	-
Funding over/(under)	$ (193,380.24)	$ 107,224.19	$ (86,156.05)
Initial estimated cost of projects	12,792,950.00	18,507,050.00	31,300,000.00

Prepared by: Leslie Haase

CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2014

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 55,184	$ 1,447,600	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	851,779	1,195,500	-	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	-	200,100	-	-	
Schifferdecker Park Improvements	TS0504	327,000	90,300	327,000	-	-	
Parr Hill Park Improvements	TS0505	70,000	-	70,000	-	-	
Skate Pods at Existing Parks	TS0506	240,000	-	240,000	-	-	
Athletic Complex Improvements	TS0507	77,000	30,475	77,000	-	-	
Cunningham Park Improvements	TS0508	150,000	78,000	150,000	-	-	
Ewert Park Improvements	TS0509	50,000	-	50,000	-	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,931	1,098,250	-	-	
Campbell Parkway Improvements	TS0511	60,000	-	60,000	-	-	
Garvin Park Improvements	TS0512	13,000	-	13,000	-	-	
Leonard Park Improvements	TS0513	45,000	-	45,000	-	-	
McClelland Park Improvements	TS0514	63,500	-	63,500	-	-	
Humphrey Park Improvements	TS0515	57,000	-	57,000	-	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	-	227,500	-	-	
Landreth Park Improvements	TS0517	120,000	-	120,000	-	-	
Spiva Park Improvements	TS0518	50,000	-	50,000	-	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	42,500	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	-	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	6,029,300	6,029,300	(229,300)	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	11,415	51,500	-	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 7,190,884**	**$ 13,022,250**	**$ (229,300)**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

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CITY OF JOPLIN, MISSOURI
PARKS AND STORMWATER SALES TAX FUND
PARKS & STORMWATER II PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2014

	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 8,169	$ 961,850	$ -	$ -	
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	7,271	3,000,000	-	-	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	71,182	2,500,000	-	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	10,590	774,200	-	-	
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	50,733	2,652,000	-	-	
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	12,639	987,000	-	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	20,903	1,543,000	-	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	-	565,000	-	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	19,999	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	13,502	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	-	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	-	739,000	-	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	21,502	525,000	-	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	31,732	556,000	-	-	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	621,000	-	-	
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	-	119,000	-	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	31,348	269,000	-	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
TOTAL STORMWATER PROJECTS		**$ 18,507,050**	**$ 506,882**	**$ 18,356,363**	**$ 150,687**	**$ -**	

*Project completed using other funds.

Project Completed in Current Quarter

Project Complete

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CAPITAL IMPROVEMENT SALES TAX FUND
PROJECT ANALYSIS
As of April 30, 2014
Sunset Date 1/1/15, Sales Tax Rate .375% (3/8)

		CAPITAL IMPROVEMENT PROJECTS
Beginning Fund Balance-FY 2014	$	11,908,598.59
Revenues:		
Actual sales tax receipts in 2014		2,331,057.25
Projected sales tax receipts in 2014		2,258,942.75
Projected sales tax receipts in 2015		578,854.08
Actual sales tax receipts-Prior Years		39,773,135.60
Interest Income-Current Year		12,438.77
Interest Income-Prior Years		1,229,532.28
Insurance Settlement-Prior Years		335,000.00
Sale of Real Property-Current Year		-
Sale of Real Property-Prior Year		228,950.01
Property Lease Income-Current Year		-
Property Lease Income-Prior Years		36,764.78
Traffic Material Repairs-Current Year		-
Traffic Material Repairs-Prior Years		157,255.94
32nd & Main-MoDot Reimbursement-Current Year		-
32nd & Main-MoDot Reimbursement-Prior Year		3,972,525.59
Zora/Main Exchange MoDot Grant-Current Year		-
Zora/Main Exchange MoDot Grant-Prior Years		430,991.97
TIGER II Grant-Current Year		290,056.73
TIGER II Grant-Prior Year		1,274,683.34
Transportation Sales Tax Subsidy-Current Year		-
Transportation Sales Tax Subsidy-Prior Years		7,000,000.20
Local Government Participating-Current Year		646,516.60
Local Government Participating-Prior Years		1,494,057.00
Total projected funding sources	$	62,050,762.89
Expenditures:		
Actual project costs to date-Prior Years	$	42,984,046.68
Actual TIF payments to Developer to date-Prior Years		1,040,251.44
Actual project costs to date-Current Year		1,452,322.01
Actual TIF/Transfer payments to Developer to date-Current Year		98,490.23
Sub-total actual costs to date	$	45,575,110.36
Remaining estimated project costs		25,921,745.00
Total projected costs	$	71,496,855.36
Shortfall of estimated sales tax receipts		(9,446,092.47)
Future alternate source of funding		12,000,000.00
Funding over/(under)	$	2,553,907.53
Initial estimated cost of projects		60,312,875.00

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

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CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX FUND
PROJECTED COSTS COMPARED TO ACTUAL COSTS
INCEPTION TO DATE THRU 2nd QUARTER FY 2014

						FUNDING SOURCES			
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 3,848,638	$ 5,375,000	$ -	$ -	$ -	$ 5,375,000	$ 5,375,000
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	2,345,865	-	6,683,326	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	591,871	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	2,150,000	-	781,955	-	1,368,045	2,150,000
Maiden Lane - TIGER Grant Portion	TG0520	3,871,360	394,131	5,545,260	-	-	4,346,085	1,199,175	5,545,260
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,356,890	5,356,890	(1,056,890)	3,263,910	694,057	1,398,923	5,356,890
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	2,687,500	-	977,444	-	1,710,056	2,687,500
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	1,119,393	1,859,798	-	-	1,558,148	301,650	1,859,798
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	152,681	-	-	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,028,452	5,028,452	10,021,548	1,915,263	-	3,113,189	5,028,452
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,822	1,881,250	-	684,211	-	1,197,039	1,881,250
26th Street - TIGER Grant Portion	TG0521	2,069,375	1,037,314	2,399,775	-	-	2,069,375	330,400	2,399,775
Zora from Range Line to Main	TC0512	2,150,000	157,927	2,150,000	-	781,955	-	1,368,045	2,150,000
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	469,173	-	616,868	1,086,041
West Bypass Corridor Study	TC0514	161,250	202,115	202,115	(40,865)	-	161,250	40,865	202,115
St. Louis from Broadway to Zora	TC0515	1,827,500	187,057	1,827,500	-	664,662	-	1,162,838	1,827,500
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,511,478	2,150,000	-	781,955	-	1,368,045	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,428,747	1,428,747	721,253	781,955	1,000,000	(353,208)	1,428,747
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	136,842	-	771,002	907,844
20th Street Overpass - TIGER Grant	TG0522	3,261,716	1,807,233	7,376,000	-	-	3,770,200	3,605,800	7,376,000
20th Street Transit - TIGER Grant	TG0524	468,192	223,165	468,192	-	-	256,192	212,000	468,192
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$ 44,436,369**	**$ 70,346,715**	**$ 7,615,186**	**$ 15,497,269**	**$ 18,402,220**	**$ 36,447,226**	**$ 70,346,715**

Notes:

TC0508 - Grant revenue includes $400,000 for 2 railroad crossings and $294,057 for KCS contribution towards construction costs.

TC0517 - Grant revenue includes $500,000 from Joplin Special Road District and $500,000 from Jasper County, payable $100,000 each per year.

Project Completed in Current Quarter

Project Complete

These projects are under the TIGER grant approved in 2012. Certain CIP projects are being used as the match portion of the TIGER grant.

Prepared by: Sherri McCulloch

H:\My Documents\Excel\Capital Improvement Sales Tax Info\Capital Impr Proj thru 2nd Qtr FY 2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2014
Sales Tax Rate .50% (1/2)

	PS SALES TAX FY 2014	PS SALES TAX FY 2013	PS SALES TAX FY 2012	PS SALES TAX FY 2011	PS SALES TAX FY 2010	PS SALES TAX FY 2009	PS SALES TAX FY 2008	PS SALES TAX FY 2007	PS SALES TAX GRAND TOTAL
Beginning Fund Balance	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ -	$ -
Revenues:									
Sales tax receipts	$ 3,107,946	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,815,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 43,044,508
Land Donation	-	-	-	-	36,000	-	-	-	36,000
Total Revenue	$ 3,107,946	$ 6,209,357	$ 6,417,984	$ 6,281,860	$ 5,851,642	$ 5,804,622	$ 6,087,513	$ 3,319,585	$ 43,080,508
Expenditures:									
Public Works:									
Electric Charges-Street Lights	$ 139,996	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,070,717
Sub-Total Public Works	$ 139,996	$ 342,831	$ 244,282	$ 207,346	$ 96,725	$ 31,975	$ 7,257	$ 305	$ 1,070,717
Police:									
Wages & Benefits	$ 900,793	$ 2,377,418	$ 1,670,021	$ 1,608,017	$ 1,506,077	$ 1,791,349	$ 797,786	$ 100,605	$ 10,752,066
Wearing Apparel	6,910	17,404	15,767	14,201	18,075	30,240	24,607	12,992	140,196
Maintenance Supplies	-	-	900	833	979	745	1,185	973	5,615
Operational Supplies	4,285	15,739	21,317	19,529	27,283	36,281	33,897	15,463	173,793
Computer Peripherals	-	-	-	-	1,997	-	-	-	1,997
General Office Supplies	-	1,271	588	907	1,151	1,009	157	-	5,084
Small Office Equipment	-	-		-	-	-	490	-	490
Small Office Furnishings	-	480		-	-	-	1,845	-	2,325
Chemical & Laboratory Suppl	449	1,893	2,245	1,871	457	3,513	1,252	114	11,792
Telephone Charges	4,845	8,060	6,140	4,300	3,214	3,192	1,854	-	31,606
Fuel, Oil & Diesel	14,916	40,768	51,756	58,639	46,095	28,261	39,634	-	280,069
Central Garage Repairs	8,128	35,559	44,647	40,489	33,738	16,688	19,287	-	198,535
Vehicle Lease	-	-		-	-	2,700	-	-	2,700
Vehicle Cleaning	-	-		-	-	-	226	-	226
Laundry Services	-	273	1,270	979	764	2,343	500	-	6,129
Maintenance Contracts & Agr	17,347	40,886	40,395	43,684	34,804	35,934	41,599	1,636	256,286
Travel Expenses	76	3,226	4,244	1,216	3,712	9,927	6,383	2,953	31,737
Conferences & Seminars	3,601	5,915	4,255	2,555	5,654	-	-	-	21,980
Dues & Memberships	80	-	-	-	-	-	-	-	80
Publications & Subscriptions	-	-		-	798	-	-	-	798
Printing Services	-	817	504	320	1,160	1,090	-	-	3,891
Liability Insurance	13,950	32,203	24,571	-	-	-	-	-	70,724
Land Acquisition	-	-		-	-	198,456	-	-	198,456

Prepared by: Leslie Haase

2:51 PM 5/12/2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2014
Sales Tax Rate .50% (1/2)

Motor Vehicles	-	89,241		-	-	171,408	142,288	91,427	494,364
Operating Equipment	14,988	12,462		-	-	17,764	31,401	-	76,615
Computer Equipment	3,608			-	19,673	167,488	200,574	246,318	637,661
Transfers Out	324,976	598,436	582,896	572,782	527,425	505,943	352,527	-	3,464,984
Sub-Total Police	$ 1,318,952	$ 3,282,052	$ 2,471,515	$ 2,370,322	$ 2,233,056	$ 3,024,331	$ 1,697,491	$ 472,480	$ 16,870,198
Fire:									
Wages & Benefits	$ 631,103	$ 1,840,181	$ 1,256,016	$ 387,432	$ 320,276	$ 679,111	$ 205,174	$ 14,927	$ 5,334,220
Wearing Apparel	1,095	1,787	12,528	3,237	1,399	2,250	2,852	-	25,148
Operational Supplies	5,262	3,236	5,017	4,549	2,334	1,340	-	-	21,737
Safety Equipment	3,048	15,135	45,715	13,875	10,083	2,407	8,084	600	98,947
Electric Charges	11,241	17,884	10,316	-	-	-	-	-	39,441
Gas Charges	3,851	3,153	392	-	-	-	-	-	7,397
Telephone Charges	97	97	44	-	-	-	-	-	239
Water Charges	4,301	5,074	3,433	-	-	-	-	-	12,809
Sanitation Charges	132	283	66	-	-	-	-	-	480
Pest Control	-	-	70	-	-	-	-	-	70
Central Garage Repairs	60	-	-	-	-	-	-	-	60
FEMA Cleanup Fees	3,578	1,081,134	-	-	-	-	-	-	1,084,711
Maintenance Contracts & Agr	4,031	8,844	8,454	7,830	6,418	7,129	10,232	416	53,354
Travel Expenses	745	-		-	56	257	-	-	1,058
Conferences & Seminars	800	-		-	95	-	-	-	895
Paramedic Training	297	2,077	1,737	9,927	-	-	-	-	14,038
Educational Materials	-	2,108		1,093	1,360	-	-	-	4,561
Liability Insurance	12,962	24,606	5,158	-	-	-	-	-	42,726
Building Acquisitions	-	3,401	1,417,438	676,141	51,332	1,231	-	-	2,149,544
Land Acquisition	-	-		-	36,000	-	-	-	36,000
Motor Vehicles	27,684	296,063	545,069	-	858,209	-	-	-	1,727,026
Emergency Operating Equip	8,556	2,086	114,738	92,826	-	-	-	-	218,206
Computer Equipment	-	5,294	7,796	-	649	-	16,360	64,700	94,799
Transfers Out	161,549	289,830	168,692	156,327	140,969	104,753	69,501		1,091,621
Sub-Total Fire	$ 880,393	$ 3,602,273	$ 3,602,678	$ 1,353,236	$ 1,429,181	$ 798,478	$ 312,203	$ 80,644	$ 12,059,087
PS Training Center:									
Janitorial Supplies	$ -	$ 1,541	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,541
Operational Supplies	216	781	-	-	-	-	-	-	997
General Office Supplies	297	357	-	-	-	-	-	-	654
Facility Lease & Rental	11,940	3,980							15,920
Telephone Charges	5,330	3,140							8,470
Sanitation Charges	133	-	-	-	-	-	-	-	133
Educational Materials	5,500	-	-	-	-	-	-	-	5,500
Building Acquisitions	69,698	-	-	-	-	-	-	-	69,698
Office Equipment	-	15,748	-	-	-	-	-	-	15,748

Prepared by: Leslie Haase

2:51 PM 5/12/2014

PUBLIC SAFETY SALES TAX
ANALYSIS
As of April 30, 2014
Sales Tax Rate .50% (1/2)

Office Furnishings	-	34,651	-	-	-	-	-	-	34,651
Computer Equipment	-	3,631	-	-	-	-	-	-	3,631
Sub-Total PS Training Center	$ 93,114	$ 63,830	$ -	$ -	$ -	$ -	$ -	$ -	$ 156,944
TIF Payments to Developer	$ 152,164	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,447,566
Sub-Total TIF Payments Out	$ 152,164	$ 272,134	$ 197,854	$ 164,746	$ 215,016	$ 197,719	$ 196,373	$ 51,562	$ 1,447,566
Total Expenditures	$ 2,584,619	$ 7,563,120	$ 6,516,328	$ 4,095,649	$ 3,973,978	$ 4,052,503	$ 2,213,324	$ 604,991	$ 31,604,512
Net Change in Fund Balance	$ 523,327	$ (1,353,763)	$ (98,344)	$ 2,186,211	$ 1,877,664	$ 1,752,119	$ 3,874,188	$ 2,714,594	$ 11,475,996
Ending Fund Balance	$ 11,475,996	$ 10,952,669	$ 12,306,432	$ 12,404,776	$ 10,218,565	$ 8,340,901	$ 6,588,782	$ 2,714,594	$ 11,475,996

Prepared by: Leslie Haase

2:51 PM 5/12/2014

CITY OF JOPLIN, MISSOURI
PUBLIC SAFETY SALES TAX
PROJECTED EXPENDITURES COMPARED TO SALES TAX ITEMS
As of April 30, 2014

DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2014 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers (5 Addtl/5 Shifts)	70,782	*	1,769,550	1,084,671	12,959,169	14,043,839	25 Police Officers hired
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	216,934	1,699,007	1,915,941	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station (4 Addtl/3 Shifts, plus 3 coverage)	48,379		725,685	589,246	2,532,705	3,121,952	15 Firefighters hired
3 Coverage Firefighters for Current Operations	48,379		145,137	117,849	1,509,261	1,627,110	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	117,849	1,509,261	1,627,110	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548				
Fire Training Captain	56,051		56,051	39,283	319,370	358,653	1 Fire Training Captain hired
Neighborhood Security Light Program (3,700 Additional at $250 each annually)			925,000	139,996	930,721	1,070,717	2,400 Streetlights
Wireless Access for Public Safety			50,000	21,378	284,622	306,000	Monthly Recurring Charge
Police Substation			10,000	-	198,456	198,456	Substation to be repaid
Sub-Total Operational Ongoing Costs			4,761,018	2,327,207	21,942,572	24,269,779	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	8,556	2,185,544	2,194,100	Construction Phase
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	93,114	63,830	156,944	
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000				
Engine for Eastside Station			450,000				
Additional Joint Fire/Police Training Center Needs			2,000,000				
Rebuild Fire Stations lost in tornado				3,578	1,081,134	1,084,712	
Sub-Total One-Time Capital Costs			10,505,000	105,248	5,781,919	5,887,167	
TIF Expense Payments to Developer				152,164	1,295,402	1,447,566	
GRAND TOTAL ACTUAL EXPENDITURES				**2,584,619**	**29,019,893**	**31,604,512**	

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

Prepared by: Leslie Haase

3:41 PM5/12/2014

3. Dan Salisbury, Assistant District Engineer for MoDOT to present report on the West Corridor Bypass.

CITIZENS REQUESTS

The following form was submitted via your website: Request to Address Council

Blank: Blank

Date of Meeting to Address Council:: 6/16/2014

I would like to address the Joplin City Council on the following subject:: City of Joplin Skatepark
- funding for park and lighting
- actual time line
- temporary location until new park is built

Name:: Tom

Street Address:: Walters

City:: Joplin 508 S. Sergeant

State:: MO

Zip Code:: 64801

Contact Phone #:: 417-499-2760

Additional Information:
Form submitted on: 6/2/2014 12:08:38 PM
Submitted from IP Address: 76.7.0.106
Referrer Page: http://joplinmo.org/index.aspx?nid=141
Form Address: http://joplinmo.org/Forms.aspx?FID=70

The following form was submitted via your website: Request to Address Council

Date of Meeting to Address Council:: 06/16/2014

I would like to address the Joplin City Council on the following subject:: Presentation of the HOPE VALLEY Development Project at I-44 and Range Line.

Name: Doug Hunt

Street Address:: 1232 Xenia Ct.

City:: Joplin

State:: MO

Zip Code:: 64801

Contact Phone #:: 417.825.4058

Additional Information:
Form submitted on: 6/10/2014 11:52:49 AM
Submitted from IP Address: 174.126.41.121
Referrer Page: http://joplinmo.org/index.aspx?nid=141
Form Address: http://joplinmo.org/Forms.aspx?FID=70

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES June 2, 2014

CALL TO ORDER

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

ROLL CALL – All were present

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Ms. Colbert-Kean

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.
2. Approach the podium and state your name and address clearly for the record.
3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2014-506

Mayor Michael Seibert opened the Public Hearing

Franciscos Rojos, Chattanooga, TN appeared on behalf of this request stating it was reasonable and viability for the community.

Jennifer Baird, Attorney, Williams & Harpo, Lee's Summit, MO appeared on behalf of the request.

Ms. Baird entered the Exhibit List into record:

1. Petition for the Creation of Northpark Lane Community Improvement district (Filed on May 16, 2014)

2. Ordinance approving the Petition and establishing the Northpark Lane community Improvement District

3. City Clerk Verification stating that the Petition substantially complies with the CID Act

4. Affidavit of Publication of the Notice of Public Hearing (published on May 19, 2014 and May 27, 2014)

5. Certified Return Receipts and copy of the notice which was mailed to the Property Owners within the proposed District (mailed on May 16, 2014)

Mayor accepted the exhibits into the record.

No one appeared in opposition to this request but two individuals had some questions.

Bill Pate, 111 S. Sergeant, not so much opposed to improvements at Northpark Mall as he is opposed to sales tax to help finance this project. He said the trend seems to rely on sales tax to finance services. He did say the owners do need this to go forward.

Don Sheets, 633 Byers, not opposed but stated he has seen a significant drop in customer base at the store he works at and didn't think it was a good thing to increase the tax. He was a part-time student at MSSU at the University and thought the walking trail was a good thing for those that did not have transportation to get to the mall. He questioned why the women's Macy's was not included in the sales tax?

Leslie Haase, City finance Director stated the City has worked on this project for a year. As soon as the debt is paid the tax will end. She also said there are two properties not owned by CBL including the Women's Macy's and the building currently housing the high school that is not part of this CID. She further noted this enhancement will attract more people to the mall.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-506. Motion by Mr. Glaze, Second by Mr. Stanley, to Pass Council Bill No. 2014-506 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-506

AN ORDINANCE approving a Petition to Establish the Northpark Lane Community Improvement District and creating the Northpark Lane Community Improvement District.

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, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Minutes of the May 19, 2014 Council Meeting

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Stanley introduced Council Bill No. 2014-142. Motion by Mr. Stanley, Second by Mr. Scearce, to Adopt Council Bill No. 2014-142. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-084

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Tree & Demolition for the demolition of the structure(s) and clearing of lot area located at 522 S. Connor & 909 W 6TH ST. in the City of Joplin, Missouri, for the amount of Five Thousand Nine Hundred Forty Nine and 00/100 Dollar ($5,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-143. Motion by Mr. Scearce, Second by Mr. Glaze, to Adopt Council Bill No. 2014-143. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-085

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2015 Annie Baxter Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Seven Hundred Fifty and 00/100 Dollar ($2,750.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-144. Motion by Mr. Glaze, Second by Mr. Stanley, to Adopt Council Bill No. 2014-144. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays

The Council Bill was declared Adopted and entitled Ordinance No. 2014-086

AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of Eight Hundred Four Thousand Six Hundred Five and 45/100 Dollars ($804,605.45) for the Regional Detention, NE side of Murphy Blvd & south of 15th Street project in the City of Joplin, Missouri providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-145. Motion by Mr. Stanley, Second by Mr. Glaze, to Adopt Council Bill No. 2014-145. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-087

AN ORDINANCE approving the City to enter into an amended agreement with Allgeier Martin & Associates, Inc. in the amount not to exceed One Hundred Twenty Five Thousand and No/100 Dollars ($125,000) for the B St. & Porter, C St. & Porter, and B St. & Harlem storm water improvements and authorizing the City Public Works Director to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-146. Motion by Mr. Shaw, Second by Mr. Stanley, to Adopt Council Bill No. 2014-146. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-088

AN ORDINANCE approving an amended agreement for TranSystems for Five Hundred Eighty Thousand and no/100 Dollars ($580,000.00) for Consultant Services for the Surface Street, Sidewalk, and Curb Assessment & GIS Mapping of the Tornado Zone project; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-607. Motion by Mr. Shaw, Second by Mr. Stanley, to Adopt Council Bill No. 2014-607. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-089

AN ORDINANCE approving an Architectural Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Corner Greer and Associates, Inc. for services related to the redevelopment of Joe Becker Stadium; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri, in the same or substantially similar form; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2014-507. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2014-507 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-507

AN ORDINANCE approving a Cooperative Agreement between Northpark Mall/Joplin, LLC, the Northpark Lane Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and approval rights relating to the District's issuance of District Obligations and authorizing the City Manager to execute the Agreement.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

NEW BUSINESS: Case 018-14-Northeast corner of 15th Street and Range Line Road – A request for a Site Plan Review for 15th Street Plaza, a commercial-retail development in a C-2 PD (Central Business District – Planned Development) zoning district – OZH, LLC.

Mike Melinger, Joplin, appeared on behalf of this item. Motion by Mr. Scearce, Second by Mr. Glaze to approve Case No. 018-14. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Announcements from the Public Information Officer:

Starting Monday, June 9, 2014, St. Louis Avenue will be closed between 8th Street and Campbell Parkway until Friday, June 20. The City of Joplin will be replacing an existing culvert that is located just south of the railroad tracks on St Louis as well as repairing the railroad crossing. The closure is to allow for faster repairs of the street, culvert, and railroad crossing, as well as providing a safe working environment to the public and City crews.

Farmers Market opens Thursday – 4:30-7pm Ewert Park- Saturday 10-2.

School's out but the pools are open 1:00pm-6:00pm. Swimming lessons are being offered at six different levels. For information contact Joplin parks.org.

There being no further business the meeting adjourned at 6:50p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 2, 2014

COUNCIL BILL 2014-506
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT PETITION, EXHIBIT "A"

Finance Director: Leslie Haase LH	**Date:** 5-27-14
Assistant PW Director: Troy Bolander T.B.	**Date:** 5-27-14
City Attorney: Peter Edwards PE	**Date:** 5/28/14
City Manager: Sam Anselm	**Date:** 5/28/2014

INTRODUCTION:
This Council Bill approves a Community Improvement District Petition from the Northpark Mall.

DISCUSSION:
The Northpark Mall owners submitted a petition to the City to form a community improvement district (CID) in order to make $10 million in improvements to the mall property. A CID is a commonly used financing tool to fund public improvements. This district only includes property owned by CBL, which excludes the current location of the Joplin High School and the women's Macy's.

The petition proposes to add a 1% sales tax within the district to fund the improvements listed in the petition. The improvements will be for the installation of new parking lot lighting, demolition and construction of the existing parking lot, construction of a portion of a walking trail which will connect with the trail from MSSU to the mall, and landscaping enhancements. The CID will issue bonds in order to make the improvements at the onset. The bonds will not be an obligation of the City of Joplin.

The additional sales tax will end at the ***earlier*** of the repayment of the debt or twenty years from the effective date. It is projected the additional 1% sales tax will generate approximately $1.2 million annually. On behalf of the City, Piper Jaffray reviewed the projected bond information for reasonableness. It is anticipated that the district will obtain a bond price at 6.75% for 20 years with principal of approximately $10 million and $8.5 million in interest. However, according to review, investors buying development bonds require approximately 125% in coverage. Therefore, for this level of debt, investors will be requiring at least $23,125,000 in revenues to issue the bonds. Thus, the projected revenue produced by this level of additional sales tax is reasonable for this type of debt issuance.

This District will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio

representative to attend meetings of the Board.

The mall is a vital economic driver in our community and it is important to support the requested enhancements for the benefit of the public. These improvements are needed to enhance the competitiveness of the mall.

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

EXHIBIT "A"

NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

Petition to Establish a Community Improvement District Pursuant to Sections 67.1401 – 67.1571 of the Revised Statutes of Missouri, as amended

Joplin, Missouri

May 2014

EXHIBITS

EXHIBIT "A"	DISTRICT LEGAL DESCRIPTION
EXHIBIT "B"	DISTRICT BOUNDARY MAP
EXHIBIT "C"	FIVE YEAR PRO FORMA

A PETITION TO ESTABLISH THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

This Petition ("Petition") for the establishment of a Community Improvement District within a certain limited portion of the City of Joplin, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, the persons and/or entities signing this Petition in accordance with the Act (the "Petitioners") request that the governing body of the City (the "City Council") holds a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the "Northpark Lane Community Improvement District" (the "District").

B. Legal Description

The District includes all of the real property legally described on Exhibit "A" attached hereto and made a part hereof.

C. Boundary Map

A map graphically depicting the boundaries of the District is attached hereto and made a part hereof as Exhibit "B".

2. PETITIONERS

Based on the tax records of the Jasper County Assessor's Office as of the date of filing this Petition, Petitioners:

A. collectively own more than fifty percent (50%) by assessed value of the real property within the boundaries of the District (the "District Property"); and

B. collectively represent more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE-YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The principal objective and purpose of the District is to provide a mechanism to finance the District Project and the District Services as each term is hereinafter defined. The District shall have the authority to pledge its revenues and/or to issue one or more notes or other obligations (as that term is used in Section 67.1401.2(10) of the Act) secured by the District Sales Tax (defined herein), the proceeds of said obligations to be used toward the payment of costs and fees of the District Project and the District Services and the costs of issuing the obligations. The District Sales Tax may be used for the maintenance of improvements constructed or completed as part of the District Project. In addition, the purposes of the District include, but are not limited to, the following:

i. Issuing notes, bonds or other obligations of the District ("District Obligations") to fund the cost of the District Project and the District Services;

ii. Entering into contracts or other agreements in order to complete or cause completion of the District Project and the District Services;

iii. Imposing a sales tax in accordance with the Act (the "District Sales Tax"); and

iv. Exercising any authorized purpose of the District pursuant to and in accordance with the Act.

B. District Project and District Services

i. The District Project, which may be undertaken in multiple phases, includes the following components:

a. Demolish existing parking lot(s) [excluding demolition of buildings or structures pursuant to Section 67.1461.1(15)] located within the District:

b. Re-surface, repair, replace, reconstruct, or construct public parking facilities, traffic improvements, sidewalks, and related improvements;

c. Acquire, upgrade, install, or relocate public utilities;

d. Construct a one-third (1/3) of a mile public hiking trail on the Northpark Mall property, which said hiking trail will connect with the hiking trail located on the Missouri Southern State University property;

e. Install and replace parks, lawns, trees, and any other landscaping; and

f. Such other improvements which may include, but are not limited to: constructing public pedestrian and shopping plaza(s) and meeting area(s); acquiring a possessory interest in real property or improvements located within the District to the extent necessary to qualify the costs for state law purposes; and carrying out all other permitted purposes under the Act.

ii. The District Services, which may be undertaken in multiple phases, shall include, but are not necessarily limited to, the following:

a. Marketing and Public Relations

I. Promotion of any tourism, recreational or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place;

II. Supporting business activity and economic development in the District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses;

III. Advertising and providing assistance to attract further investment within the District.

b. Safety and Security. Providing or contracting for the provision of security personnel, equipment or facilities for the protection of property and persons.

c. Maintenance. Providing maintenance within the District.

C. Budget

The total estimated cost of the District Project and the District Services is Ten Million Dollars ($10,000,000); provided, however, that the cost for constructing a one-third (1/3) of a mile public hiking trail shall not exceed Six Hundred Thousand Dollars ($600,000). Additional costs related to the District Project regarding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations may also be incurred and included as part of the District's budget. The Five Year Pro Forma anticipated for the District is set forth in Exhibit C.

D. Powers

The District shall have the powers provided for in Section 67.1461 of the Act, subject to the limitations set forth herein.

E. Annual Benchmark for the Five-Year Plan

2014

- Creation of the District.
- Appointment of Board of Directors.
- Levy of District Sales Tax.
- Commence construction of the initial phase of the District Project.
- Issuance of District Obligations for the District Project.

2015

- Collect and administer District Sales Tax and pay debt service on District Obligations.
- Continue construction of the District Project.

2016

- Complete construction of the District Project.
- Collect and administer District Sales Tax and pay debt service on District Obligations.

2017

- Collect and administer District Sales Tax and pay debt service on District Obligations.

2018

- Collect and administer District Sales Tax and pay debt service on District Obligations.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the "Board") appointed by the chief elected officer of the City (the "Mayor") with the consent of the City Council and in accordance with Section 67.1451.5 of the Act.

B. Board of Directors

i. Number

The District shall be governed by a Board consisting of five (5) directors ("Director(s)").

ii. Qualifications

Each Director, during his or her entire term, shall meet the following requirements:

a. be at least 18 years of age; and

b. be an owner, or its legally authorized representative, of real property within the District ("Owner"); and

c. be a resident of the State of Missouri at least one (1) year prior to becoming a Director.

iii. Terms

a. The initial appointed Directors shall be appointed by the Mayor with the consent of the City Council to serve staggered terms, all in accordance with Section 67.1451.5 of the Act. Prior to the appointment of the initial Directors, the Owner shall provide a slate of at least five (5) nominees that meet the qualifications in Section 4.B.ii above (the "Nominees").

I. The Mayor may appoint the Director(s) and submit the appointment slate to the City Council for its consent (by resolution). If the City Council consents to the slate by resolution, the Director(s) are thereby appointed to the Board.

II. If either the Mayor chooses not to appoint the slate by rejecting the slate or the City Council chooses not to consent to the slate by resolution, the Mayor or City Council, as appropriate, shall within ten (10) days, communicate such non-appointment or non-consent to the Owners together with the reasons for rejection of the slate.

III. Upon receipt by the Owner of such rejection, within twenty (20) days the Owner shall submit an alternate slate of Nominees to the Mayor in accord with the above procedures. The Mayor may then appoint the alternate slate of Directors and submit the appointed slate to the City Council for its consent (by resolution). If the City Council consents to the alternate slate by resolution, the Directors are thereby appointed to the Board. If the alternate slate

of Nominees is either non-appointed by the mayor or not consented to by the City Council, the above procedure shall continue until the Director(s) are appointed by the Mayor with the consent of the City Council; provided that the time period for action by the Owner in nominating a slate, the appointment by the mayor and the consent by the City Council shall be reduced to ten (10) days for each action.

b. Three (3) initially appointed Directors shall serve two (2) year terms; two (2) initially appointed Directors shall serve four (4) year terms.

c. In the event that a successor appointment is not made, a sitting Director shall continue to serve beyond the stated term for such Director until a replacement Director is appointed.

d. Any Director may be removed for cause by a two-thirds affirmative vote of the Directors of the Board in accordance with Section 67.1451.7.

iv. Successor Directors

a. Successor Directors shall be appointed in the same manner as the initial appointed Directors, except that the Board shall provide the slate of Nominees to the Mayor as well as provide additional Nominees if one or more Nominees are not appointed or not consented to by the Mayor or City Council. Each Successor Director shall serve for a term of four (4) years.

b. In the event of a vacancy on the Board, the remaining Directors shall elect an interim director to fill the vacancy for the unexpired term.

v. Ex Officio City Representative

The City will be entitled to appoint an ex officio representative to attend meetings of the Board. Such ex officio representative will not have any voting power. The City's failure to appoint such a representative will not affect the Board's ability to meet, act upon certain matters and otherwise carry on its business.

5. REAL PROPERTY TAX

The District shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero.

6. SPECIAL ASSESSMENT

The District shall have no power to submit a special assessment to the qualified voters for approval; as such, the maximum rate of special assessments imposed by the District is zero.

7. SALES TAX

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the Act. In the event the District wishes to change the boundaries of the District, the District shall make an application to the City to amend this Petition and such amendment shall be considered in the manner provided by the Act.

8. ASSESSED VALUE

According to the records of the Jasper County Assessor's Office, as of the date of this Petition, the total assessed value of the District Property is as further detailed as follows:

Address	Parcel I.D.	Assessed Value 2013
201 N. Northpark Ln	20300600000004001	1,268,560
Northpark Lane	20300600000004902	19,040
Northpark Lane	20300600000004903	27,200
S. Range Line Road	20300600000010000	5,853,580
137 N. Range Line Road	20300600000010002	225,520
101 N. Range Line Road	20300600000010003	90,540
JOP	20300600000010004	1,043,710
JOP	20300600000010005	528,060
	Total	9,056,210

9. LIFE OF DISTRICT

The District will continue to exist and function until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax; or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project and the District Services.

10. BORROWING CAPACITY AND REVENUE GENERATION

A. Authority.

The District shall have all powers and authority as provided in the Act to borrow funds in order to complete the District Project and the District Services, provide services, and complete such improvements as are necessary and desirable to the

District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioners do not seek to limit the borrowing capacity of the District and anticipate the issuance by the District of one or more series of District Obligations, to be secured by the pledge of revenues of the District, to fund the District Project and the District Services and other purposes of the District as determined by the Directors and as set forth in this Petition.

B. Obligations.

The District may, at any time, issue District Obligations. Such District Obligations shall be payable out of all, part or any combination of the revenues of the District including revenues generated by the District Sales Tax and the proceeds of refunding obligations, and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such District Obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such District Obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Section 108.170 of the Revised Statutes of Missouri, as amended. The District may also issue District Obligations to refund, in whole or in part, District Obligations previously issued by the District.

C. Obligations not general obligations.

No District Obligations shall constitute indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction. No such District Obligation shall be a general obligation of the District, the City, Jasper County, the State of Missouri or any political subdivision thereof, and shall not be payable out of any funds or properties other than those specifically pledged as security therefor, unless such District Obligation is issued as an indebtedness of the District with the approval of the qualified voters as required by the Missouri Constitution in which instance the District Obligation shall be a general obligation of the District only in accordance with the Act.

D. Revenue Generation.

The revenue generation of the District shall be limited as follows:

i. Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District Sales Tax, which shall be a sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%), upon an affirmative

vote of the qualified voters of the District and in accordance with the Act.

ii. The District shall have no power to submit a special assessment to the qualified voters for approval.

iii. The District shall have no power to submit a real property tax to the qualified voters for approval.

11. FISCAL YEAR OF THE DISTRICT, REPORTING, ANNUAL BUDGET

In accordance with Section 67.1471.1 of the Act, the fiscal year of the District shall be the same as the fiscal year of the City.

A. Budget.

No earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the Board shall submit to the City Council a proposed annual budget, setting forth expected expenditures, revenues, and rates of taxes, if any, for such fiscal year. The City Council may review and provide written comment to the Board on this proposed budget, but if such comments are given, the City Council shall provide such written comments to the Board no later than sixty (60) days prior to the first day of the relevant fiscal year. Such comments shall not constitute requirements but shall only be recommendations to the Board from the City Council.

Pursuant to Section 67.1461, RSMo, the District shall annually reimburse the City for the reasonable and actual expenses incurred by the City to establish the District and review annual budgets and reports of the District. Such annual reimbursement shall not exceed one and one-half percent (1.5%) of the revenues collected by the District in such year.

B. Annual Meeting.

The Board shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

C. Reporting.

Within one hundred twenty (120) days after the end of each fiscal year, the District shall submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. The City Clerk shall retain this report as part of the official records of the City and shall also cause this report to be made a part of the records of the City Council.

12. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance approving the Petition and creating the District, all in accordance with the Act and this Petition.

13. NOTICE TO PETITIONER

The signature of each of the Petitioners may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

14. BLIGHT DETERMINATION

Petitioners do not seek a determination that the District, or any legally described portion thereof, is a blighted area.

15. SEVERABILITY

If any provision of this Petition not required by the Act shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page for Petition to Establish the Northpark Lane Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, establish the Northpark Lane Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	Northpark Mall/Joplin, LLC
Owner's Telephone Number:	423-855-0001
Owner's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000
Name of Signer:	Jeffery Curry
Basis of Legal Authority to Sign:	Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of the Owner
Signer's Telephone Number:	(423) 490-8642
Signer's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000

Entity Type: Delaware limited liability company

The map, parcel number and assessed value of each tract of real property within the proposed District owned: The District will contain all or a limited portion of the following parcels:

Address	Parcel I.D.	Assessed Value (2013)	Map	Legal Description
201 N. Northpark Ln	20300600000004001	1,268,560		
Northpark Lane	20300600000004902	19,040		
Northpark Lane	20300600000004903	27,200		
S. Range Line Road	20300600000010000	5,853,580		
137 N. Range Line Road	20300600000010002	225,520		
101 N. Range Line Road	20300600000010003	90,540		
JOP	20300600000010004	1,043,710		
JOP	20300600000010005	528,060		

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

Signature Page for Petition to Establish the
Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

NORTHPARK MALL/JOPLIN, LLC,
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

By: _____ SJD
Name: Jeffery Curry
Title: Chief Legal Officer

Date: May 14, 2014

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

On this 14 day of May, 2014, before me personally appeared Jeffery Curry, the Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of Northpark Mall/Joplin, LLC, to me personally known to be the individual described in and who executed the foregoing instrument by authority of the members of Northpark Mall/Joplin, LLC, and acknowledged that she executed the same as the free act and deed of said Northpark Mall/Joplin, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:
10/4/14

KERI MICHELLE PEARDON
STATE OF TENNESSEE NOTARY PUBLIC
MARSHALL COUNTY

EXHIBIT "A"

NORTHPARK LANE
COMMUNITY IMPROVEMENT DISTRICT

DISTRICT LEGAL DESCRIPTION

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16976 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE SOUTH 89°35'00" WEST, 35.00 FEET; THENCE SOUTH 00°25'00" EAST, 1235.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THIRD STREET, FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°58'56" WEST, 142.99 FEET; THENCE SOUTH 88°43'42" WEST, 614.00 FEET; THENCE SOUTH 89°39'42" WEST, 800.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF US ROUTE 71 (RANGELINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°05'18" WEST, 541.61 FEET; THENCE LEAVING THE RIGHT-OF-WAY, SOUTH 89°43'43" EAST, 220.00 FEET; THENCE NORTH 00°05'18" WEST, 435.60 FEET; THENCE NORTH 89°43'43" WEST, 200.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY; THENCE NORTH 00°05'18" WEST, 277.18 FEET; THENCE NORTH 06°08'19" EAST, 182.39 FEET; THENCE NORTH 00°05'18" WEST, 663.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TURKEY CREEK BLVD.; THENCE NORTH 89°37'20" EAST, 854.91 FEET; THENCE 261.91 FEET ALONG A 565.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 77°09'34" EAST, 259.57 FEET; THENCE 40.49 FEET ALONG A 257.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 60°10'55" EAST, 40.45 FEET; THENCE SOUTH 57°13'46" EAST, 44.06 FEET; THENCE 380.49 FEET ALONG A 882.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 73°55'23" EAST, 375.11 FEET; THENCE NORTH 89°57'31" EAST, 282.06 FEET; THENCE 409.12 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 46°37'58" EAST, 371.09 FEET TO THE WEST RIGHT-OF-WAY OF NORTHPARK LANE; THENCE SOUTH 00°53'56" WEST, 61.85 FEET; THENCE SOUTH 00°27'17" WEST, 60.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°31'52" WEST, 660.58 FEET; THENCE SOUTH 00°11'34" EAST, 166.37 FEET; THENCE SOUTH 00°28'00" EAST, 272.78 FEET; THENCE SOUTH 45°25'06" EAST, 332.19 FEET; THENCE SOUTH 44°57'24" WEST, 331.97 FEET; THENCE SOUTH 00°25'00" EAST, 493.46 FEET TO THE POINT OF BEGINNING. CONTAINING 59.82 ACRES MORE OR LESS. BEARINGS BASE ON RECORD BEARING ALONG THE SECOND COURSE FROM THE POINT OF COMMENCEMENT. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING INC. DRAWING NUMBER JOP 100-814.

And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16976 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

ALL OF LOTS 1, 2 AND 3 IN NORTHPARK HOLLYWOOD SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°26'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°26'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

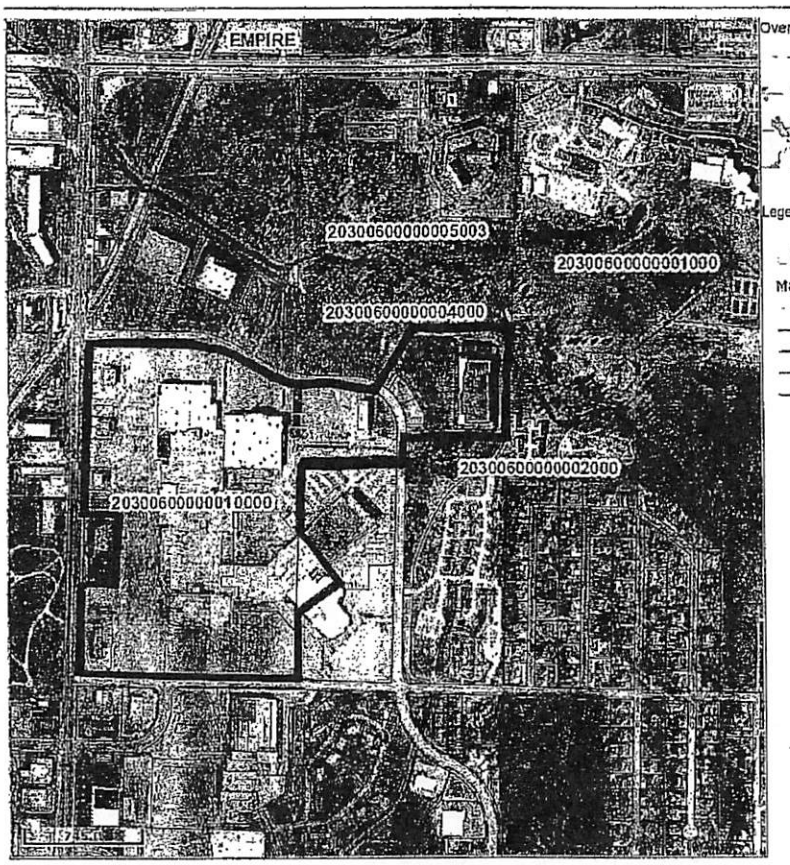
EXHIBIT "B"

NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT
DISTRICT BOUNDARY MAP

Jasper County, MO

beacon™

Date Created: 2/6/2013



Last Data Upload: 1/24/2013 1:01:16 AM

developed by
The Schneider Corporation
www.schneidercorp.com

EXHIBIT "C"

FIVE YEAR PROFORMA

Calendar Year	Total CID Sales	CID (1%) Sales Tax Collections	CID administrative expenses	CID Revenue Available for Debt Service
2014	$30,000,000	$300,000	$100,000	$200,000
2015	$122,400,000	$1,224,000	$40,000	$1,184,000
2016	$124,848,000	$1,248,480	$40,000	$1,208,480
2017	$127,344,960	$1,273,450	$40,000	$1,233,450
2018	$129,891,859	$1,298,919	$40,000	$1,258,919

$120,000,000	Year 1 sales (annualized for 1/4 year collections)
2%	Annual Increase Beginning in 2015
1%	CID sales tax

COUNCIL BILL NO. 2014-506 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the Northpark Lane Community Improvement District and creating the Northpark Lane Community Improvement District.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on May 16, 2014, property owners within the proposed community improvement district, collectively owning one hundred percent (100%) by assessed value of the real property and one hundred percent (100%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Northpark Lane Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are not seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of

a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on June 2, 2014, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached

hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Delonte Colbert	2 years
Barry Smith	2 years
Lauren Spellmeyer	2 years
Tereasa Edwards	4 years
Lance Ivy	4 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The maximum length of time for the existence of the District shall be until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax; or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project and the District Services.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 2, 2014

COUNCIL BILL 2014-507
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT, EXHIBIT "A"

Finance Director: Leslie Haase LH	**Date:** 5-27-14
Assistant PW Director: Troy Bolander T.B.	**Date:** 5-27-14
City Attorney: Peter Edwards PE	**Date:** 5/28/14.
City Manager: Sam Anselm	**Date:** 5/28/14

INTRODUCTION:
This Council Bill approves a Community Improvement District Cooperative Agreement with the Northpark Mall.

DISCUSSION:
The Northpark Mall owners submitted a petition to the City to form a community improvement district (CID) in order to make $10 million in improvements to the mall property. In addition to approval of the petition, the Developer is also requesting approval of a Cooperative Agreement between the City and the District.

The Cooperative Agreement sets forth the improvements in more detail than the CID petition. It allows savings in one line item to be used to offset overages in another line item, as long as the total costs do not exceed $10 million. The Cooperative Agreement further gives the City the authority to approve the bond issuance.

The budget category summary for the improvements is as follows:

• Improvements and upgrades to outside lighting	$3,657,000
• Upgrade parking lot	$4,991,000
• Mall portion of trail	$600,000
• Landscaping	$250,000
• Contingencies	$502,000

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

EXHIBIT "A"

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2014, between **NORTHPARK MALL/JOPLIN, LLC** (the **"Developer"**), the **NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT** (the **"District"**), and the **CITY OF JOPLIN, MISSOURI** (the **"City"**) (the City, the Developer and the District being collectively referred to herein as the **"Parties,"** and individually as a **"Party,"** as the context so requires).

WITNESSETH:

WHEREAS, on May 16, 2014, the Developer filed a petition (the **"Petition"**) with the City Clerk of the City pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the **"CID Act"**), which proposed the formation of the District to pay for certain costs associated with a retail development in the City commonly known as "Northpark Mall"; and

WHEREAS, the City, pursuant to Ordinance No. _____, created the District in accordance with the CID Act; and

WHEREAS, the District is authorized under the CID Act to undertake the District Project and District Services (as such terms are defined in the Petition) and to impose the District Sales Tax (as defined in the Petition) for purposes of paying for or reimbursing the Developer for the costs of the District Project and the District Services and to pay the operating costs of the District; and

WHEREAS, the Parties desire to enter into this Agreement to provide a budget for the District Project and the District Services and provide the City with certain approval rights relating to the District's issuance of District Obligations (as defined in the Petition); and

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

Section 1. Representations by the District. As of the date of this Agreement, the District represents that: (a) the District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri (the **"State"**), including particularly the CID Act; (b) by proper action of its board of directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers and (c) this Agreement constitutes the legal valid and binding obligation of the District, enforceable in accordance with its terms;

Section 2. Representations by the Developer. As of the date of this Agreement, the Developer represents that: (a) the Developer has all necessary limited liability company power and authority to execute and deliver and perform the terms and obligations of this Agreement, and such execution and delivery has been duly and validly authorized and approved; (b) this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

Section 3. Representations by the City. As of the date of this Agreement, the City represents that: (a) the City is a home rule charter city, duly organized and existing under the laws of the State; (b) by proper action of its City Council, the City has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its City Manager; and (c) this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

Section 4. Costs of District Project and District Services. As set forth in Section 3.C of the Petition, the total estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) is Ten Million Dollars ($10,000,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of District Obligations (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) above Ten Million Dollars ($10,000,000) will require approval by the parties as an amendment to this Agreement.

Section 5. District Obligations. The District, or a third party on behalf of the District, may issue District Obligations (taxable or tax-exempt) for purposes of financing or reimbursing costs of the District Project and the District Services. Except for taxable District Obligations issued to the Developer, the City, acting through the City Manager, must approve the District's issuance of District Obligations, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 6. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of any Party, or of any successor thereto, as such, either directly or through such Party, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8. Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) In the case of the District to:

Northpark Lane Community Improvement District
c/o Mid Rivers Mall LLC
2030 Hamilton Place Blvd.
Chattanooga, Tennessee 37421
Attention: General Counsel

With copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Sarah Davis

(b) In the case of the Developer to:

Northpark Mall/Joplin, LLC
2030 Hamilton Place Blvd.
Chattanooga, Tennessee 37421
Attention: General Counsel

With copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Sarah Davis

(c) In the case of the City to:

Joplin City Hall
602 S. Main St.
Joplin, MO 64801
Attention: City Manager

With a copy to:

Williams & Campo, P.C.
255 NW Blue Parkway, Suite 202
Lee's Summit, Missouri 64063
Attn: Jennifer Baird

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 9. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Jasper County, Missouri. The Parties consent to the jurisdiction and venue of that court. The Parties agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the Parties hereby consent to common representation.

Section 10. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement.

Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 11. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: Chairman

ACKNOWLEDGMENT

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

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the **NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

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

_____
Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

NORTHPARK MALL/JOPLIN, LLC

By: **CBL SubREIT, Inc.**, its chief manager

By: _____
Name: Jeffery Curry
Title: Chief Legal Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFERY CURRY**, to me personally known, who, being by me duly sworn, did say that he is the Chief Legal Officer of CBL SubREIT, Inc., the chief manager of **NORTHPARK MALL/JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

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

_____
Name:_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

[SEAL]

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

ATTEST:

_____

ACKNOWLEDGMENT

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

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the **CITY OF JOPLIN, MISSOURI**, and that said instrument was signed in behalf of said city by authority of its City Council, and said _____ acknowledged said instrument to be the free act and deed of said city.

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

_____
Name:_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

[END OF DOCUMENT]

EXHIBIT A

Site Lighting	
Engineering	$ 30,000
Project Management	$ 70,000
Contractor	$730,000
Poles and Fixtures	$210,000
Other (buy out)	$ 17,000
Switch gear	$1,000,000
Pathway from School	
Lighting	$130,000
Landscape	$270,000
Hardscape work	$200,000
Mall Landscaping	$250,000
Paving and concrete	
Engineering	$ 60,000
Project Management	$ 71,000
Concrete work	$ 240,000
Irrigation	$ 60,000
Contractor	$4,500,000
Testing and QA	$ 60,000
Future power gear	$1,600,000
Contingency	$ 502,000

COUNCIL BILL NO. 2014-507 **ORDINANCE NO.**

AN ORDINANCE approving a Cooperative Agreement between Northpark Mall/Joplin, LLC, the Northpark Lane Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and approval rights relating to the District's issuance of District Obligations and authorizing the City Manager to execute the Agreement.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on May 16, 2014, property owners within the proposed community improvement district, collectively owning one hundred percent (100%) by assessed value of the real property and one hundred percent (100%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Northpark Lane Community Improvement District (the "District"); and

WHEREAS, on June 2, 2014, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, on June 2, 2014, the City Council approved the Petition and established the District for the purposes set forth in the Petition; and

WHEREAS, the City, the District, and Northpark Mall/Joplin, LLC (the "Developer") desire to enter into the Cooperative Agreement attached hereto in order to further define the costs for the District Project and District Services as well as clarify the City's rights to approve the District's issuance of District Obligations.

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

Section 1. That the Cooperative Agreement by and between Northpark Mall/Joplin, LLC, the Northpark Lane Community Improvement District, and the City of Joplin, Missouri is hereby approved and that a true and accurate copy of said Cooperative Agreement is attached hereto as Exhibit A and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager is authorized to execute the Cooperative Agreement with Northpark Mall/Joplin, LLC and the Northpark Lane Community Improvement District, by and on behalf of the City of Joplin, Missouri.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: RESOLUTION NO. 2014-013
Originating Department: FINANCE DEPARTMENT

Attachments: 1) Resolution No. 2012-013

Finance Department: Leslie Haase LH Date: 6-6-14
City Attorney: Peter Edwards PE Date: 6/10/14
City Manager: Sam Anselm Date: 6/10/14

Recommended Action: Approval for authority to authorize the issuance of Certificates of Participation for the renovation of Joe Becker Stadium.

SUMMARY/REQUEST:

The City Council recently entered into an agreement with the Suarez group to play minor league baseball at Joe Becker Stadium beginning with the 2015 season. As part of the agreement, the City will make $4 million in improvements to Joe Becker Stadium. The improvements will be funded approximately 50% through fund balance and 50% through the issuance of Certificates of Participation (COPS). The COPS will be repaid through rent payments from the minor league baseball team.

Piper Jaffray & Co. will serve as the underwriter and Gilmore & Bell will act as bond counsel for this debt issuance. In order to issue the debt, a Preliminary Official Statement and Final Official Statement must be completed. This resolution grants the authority to process the appropriate paperwork to begin the issuance of the debt. The final terms of the Certificates shall be brought before Council at a later date in ordinance form.

RECOMMENDATION:

Staff recommends this Resolution be approved.

RESOLUTION NO. 2014-013

A RESOLUTION authorizing the offering for sale of certificates of participation to finance a project for the City of Joplin, Missouri.

WHEREAS, the City of Joplin, Missouri (the "City") desires to make improvements to Joe Becker Stadium Complex (the "Project");

WHEREAS, the City has selected the firm of Piper Jaffray & Co. (the "Purchaser"), as underwriter, and Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), for the Certificates of Participation Series 2014 (the "Certificates") to be issued by the City in the approximate amount of $2,000,000 to finance the costs of the Project; and

WHEREAS, the City desires to authorize the Purchaser to proceed with the offering for sale of the Certificates; and

WHEREAS, one of the duties and responsibilities of the Purchaser is to review and distribute a Preliminary Official Statement and a final Official Statement relating to the Certificates; and

WHEREAS, the City desires to authorize the Purchaser and Bond Counsel to proceed with the preparation, review and distribution of the Preliminary Official Statement, the final Official Statement and financing documents relating to the Certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. Upon completion of the Preliminary Official Statement, the Purchaser is hereby authorized to proceed with the offering for sale of the Certificates. The final terms of the Certificates shall be determined and approved by subsequent ordinance of the City.

Section 2. The City Council hereby authorizes the preparation of a Preliminary Official Statement and a final Official Statement by amending, supplementing and completing the Preliminary Official Statement, and authorizes the execution of the final Official Statement by the Mayor, the City Manager, the Finance Director, or other appropriate officers of the City with such changes and additions thereto as such official shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, the Finance Director or other appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Certificates or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, the City Manager, the Finance Director and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Certificates and related matters, including execution of a letter from the Purchaser acknowledging the receipt by the City of certain disclosures regarding the role of the Purchaser and other matters relating to an underwriting of the Certificates as required by Municipal Securities Rulemaking Board Rule G-17.

Section 6. This Resolution shall be in full force and effect from and after its adoption by the City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014
COUNCIL BILL NO. 2014-150
Item: Utility Relocation Agreement with Missouri Highways and Transportation Commission

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Location Map
2) Copy of Agreement
3) Copy of Council Bill

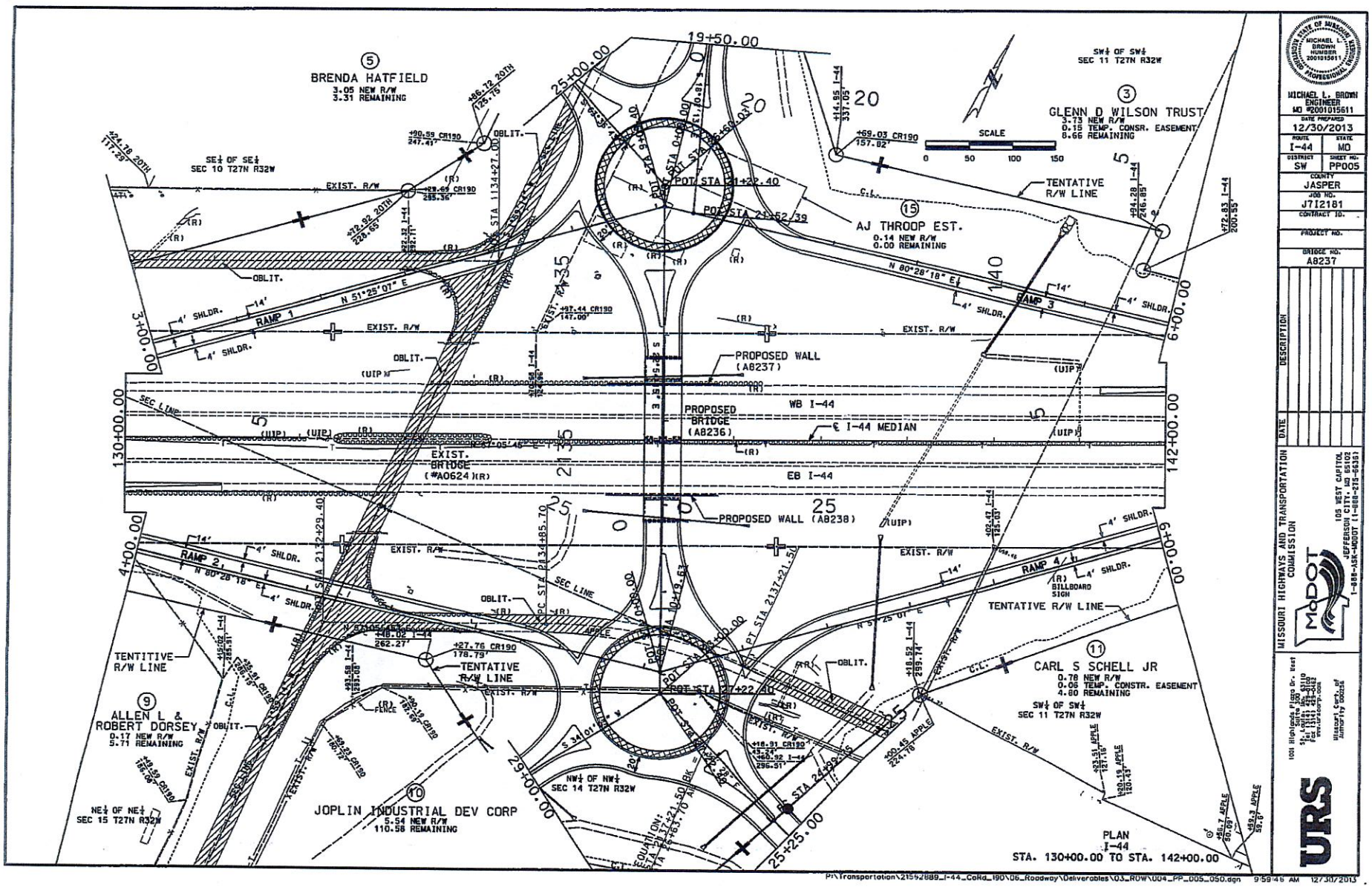
Engineering: Dan Johnson DJ	Date: 6-9-14
Department Head: Nicholas A. Heatherly	Date: 6/10/14
Finance Department: Leslie Haase	Date: 6-11-14
Interim City Attorney: Peter C. Edwards PE	Date: 6/10/14
Interim City Manager: Samuel L. Anselm	Date: 6/10/14

Recommended Action: Authorization to enter into a Utility Agreement with the Missouri Department of Transportation for the relocation of an existing sanitary sewer main on an emergency basis.

Background: The new interchange to be constructed at I-44 and County Road 190 includes realignment of Apple Road and County Road 190 on the south side of I-44. The new location of the roads conflicts with a 6 inch sanitary sewer line that is part of the City of Joplin sanitary sewer collection system. After reviewing the plans it was determined that the sewer main would have to be relocated outside the proposed project right of way. City staff choose Allgeier, Martin and Associates as the project engineers and Council approved an agreement for services at the May 5 meeting of this year.

Discussion: The City's consultant Allgeier, Martin and Associates prepared plans, specifications and an engineer's estimate. The cost of the sewer realignment is estimated at $117,850.00 which includes construction, design and easement acquisition. The agreement is for reimbursement of actual cost.

Recommendation: Staff recommends approval of this agreement.



MICHAEL L. BROWN
ENGINEER
MO #2001015611
DATE PREPARED
12/30/2013
ROUTE I-44
STATE MO
DISTRICT SW
SHEET NO. PP005
COUNTY JASPER
JOB NO. J7I2181
CONTRACT ID.
PROJECT NO.
BRIDGE NO. A8237

DESCRIPTION | DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

URS
1001 Highlands Plaza Dr. West
Suite 300
St. Louis, MO 63110
Tel (314) 429-0100
Fax (314) 429-0462
www.urscorp.com

P:\Transportation\21552889_I-44_CoMo_190\06_Roadway\Deliverables\03_ROW\004_PP_005_050.dgn 9:59:48 AM 12/30/2013

CCO Form: UT03
Approved: 1/98 (BDG)
Revised: 04/14 (AR)
Modified:

Route Interstate 44/CR 190
County Jasper
Job No. J7I2181

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
UTILITY AGREEMENT - ACTUAL COST

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

WITNESSETH:

WHEREAS, the Commission proposes to construct and improve a section of state highway designated as Job No. J7I2181, Route Interstate 44/CR 190, Jasper County, in the vicinity of Joplin in accordance with certain road plans on file in the office of the County Clerk of Jasper County, Missouri; and

WHEREAS, in order to improve said highway in accordance with said plans, it will be necessary to adjust certain facilities now located entirely on private easement of the City in order to maintain the present services of said City, such changes being generally shown in legend on plan marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: The **City** grants to the Commission such right, title and interest which the **City** may have in and to the right of way of said state highway.

(2) USE OF RIGHT OF WAY: The City grants to the Commission the right to use the right of way within any existing street, alley or other public way which is under the jurisdiction of the City as may be necessary to construct and maintain said highway through the City.

(3) COMPLY WITH FEDERAL AID POLICY GUIDE (FAPG): The City agrees that the detail plan and estimate of cost for the required adjustment of the City's facilities have been prepared in accordance with FAPG 23 CFR 645A and any amendments which by reference are made a part of this Agreement. The City also agrees that the work will be performed in accordance with said regulation.

(4) COMMENCEMENT AND COMPLETION OF WORK: After approval of the detail plan and estimate of cost and upon notification by the Commission, the City will commence, without unnecessary delay, to make changes to its facilities. The City will actively pursue completion of the work to reach the earliest possible completion date

and to minimize interference with the Commission's roadway contractor. The City agrees to provide a written estimated time schedule of its planned work and a written notification to the Commission's district engineer at least five (5) days prior to beginning the work. If the City falls behind in its work schedule, it shall submit a revised work schedule to the Commission's **resident** engineer. The City will make every effort to get back on schedule and complete its work. The City has an affirmative duty to cooperate and coordinate its activities with those of the Commissions' roadway contractor. The Commission's contractor has a contractual requirement to cooperate and coordinate its activity with the Company and other utility companies on this job.

(5) AUDIT OF RECORDS: The City shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the City in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The Commission's **resident** engineer in charge of said project, or any authorized agent of the Commission or the Federal Highway Administration, shall have access during normal business hours to such City records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(6) SUBCONTRACT: The City is not adequately staffed or equipped to perform all work and intends to contract portions and will comply with FAPG 23 CFR 645A relating to performing part or all of the work by contract. Furthermore, if the City solicits bids for the work, the City is to furnish to the Commission a tabulation of bids received, a copy of the proposal used in securing the bids, and any other information to support the City's recommendation for award to the lowest qualified bidder prior to any contract work being performed.

(7) CHANGE ORDER: If any substantial change is made in the original plan and extent of the work, the City agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the Commission's **resident** engineer or his/her representative and having approval of the Commission and Federal Highway Administration PRIOR to the performance of the work, as set out in FAPG 23 CFR 645A.

(8) BACKFILL: The City agrees to compact backfill of all excavation within the roadway limits in accordance with the Missouri Standard Specifications for Highway Construction, current edition, or as approved by the Commission's resident engineer.

(9) CONDITION OF RIGHT OF WAY: Upon completion of the work provided in this Agreement, the City shall remove all leftover materials and debris resulting from the work and leave the right of way in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material.

(10) SAFETY DEVICES: At all times when work is being performed by the City under such conditions as will affect traffic on the public highways, the City will display

warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

(11) COST: The total cost of the work required for the highway construction is estimated to be $117,850.00. **(Design Phase $12,000, Bidding and Construction Phase $6,000, Resident Project Representative $4,000, Right of Way/Easement Acquisition $2,500, Construction $93,350)**.

The Commission's obligation toward the cost of the work under this Agreement shall be 100 percent of the actual cost, which obligation is now estimated to be $117,850.00.

The Commission's obligation shall extend only to those costs incurred under the provisions of FAPG 23 CFR 645A. Upon approval of the City's plan and estimate of cost, the Commission will promptly pay the City for 100% of the Commission's obligation. The Commission will afterwards conduct an audit of the City's statement and supporting records. If the audit reveals that the City has been overpaid, the City will immediately refund to the Commission such overpayment.

(12) PERMIT REQUIREMENT: The City shall obtain a no cost permit from the Commission's district engineer prior to adjusting or relocating its property from, within, or onto the Commission's right of way. The permit shall be signed by an authorized City representative.

(13) COMMISSION REPRESENTATIVE: The Commission's **resident** engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(14) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) FINAL INVOICE SUBMITTAL: After completion of the utility work, the City agrees to submit a final invoice for the cost of the work to the Commission within sixty (60) days or as mutually agreed to by the Commission's **resident** engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit B) when possible to promote faster processing by the Commission. The Commission's resident engineer will process the final invoice as soon as possible after receipt. If the final invoice is greater than the Commission's payment provided in paragraph (11), the Commission shall promptly pay the City the additional Commission obligation.

Conversely, if the final invoice is less than the Commission's payment, the City shall promptly remit the Commission's overpayment.

(17) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) COOPERATION: When the City relocation work is being done concurrent with the Commission's roadway contractor operation, the City agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(19) HIGHWAY IMPROVEMENT INFORMATION: The Commission agrees to furnish the City all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(20) WORK CANCELED: If the Commission instructs the City not to proceed with the work, the Commission shall reimburse the City for the Commission's percentage share of the City's costs incurred prior to the date the work is canceled, as allowed pursuant to FAPG 23 CFR 645A. The City shall promptly return to the Commission any funds in excess of those actually incurred prior to the date the work is canceled.

(21) BUY AMERICA REQUIREMENT COMPLIANCE: The **City** agrees to abide by the provisions of the Buy America requirements as found in 23 USC 313 and 23 CFR 635.410 for the Commission's Federal-Aid Construction Program.

(A) Buy America Compliance Certification: The **City** certifies that when determining products/materials subject to Buy America requirements to use in the performance of this Agreement, it shall use only such products/materials for which it has received a certification from its supplier, or provider of construction services that procures the product/material, certifying compliance with Buy America requirements. This does not include products/materials for which waivers have been granted pursuant to 23 CFR 635.410 or those products/materials that are excluded from compliance with Buy America requirements in the Commission's Engineering Policy Guide 643.2.1.43. The **City** will not be required to provide the Commission copies of the supplier certification as part of this Agreement or with the final invoice of said Commission's Federal-Aid Highway Construction Project.

(B) Buy America Record Retention: The **City** agrees to retain all Buy America compliance documents obtained pursuant to paragraph (21)(A) above, for a period of time of no less than 3 years after the receipt of the final reimbursement for the project by FHWA of said Commission's Federal-Aid Highway Construction Project in accordance with 49 CFR 18.42 (b) and (c). All Buy America compliance documents shall be made available upon request of, and at no cost to, the Commission and/or Federal Highway Administration.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the **City** this ____ day of _____, 2014.

Executed by the Commission this ____ day of _____, 2014.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Print Name Nicholas A. Heatherly

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title _____

Corporate Seal [if applicable]

Ordinance No. _____[if applicable]

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI

ss

COUNTY OF JASPER

On this ____ day of _____, 2014, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Joplin and that the foregoing instrument was signed and sealed on behalf of the City of Joplin and that he/she acknowledged said instrument to be the free act and deed of the City of Joplin and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI

ss

COUNTY OF COLE

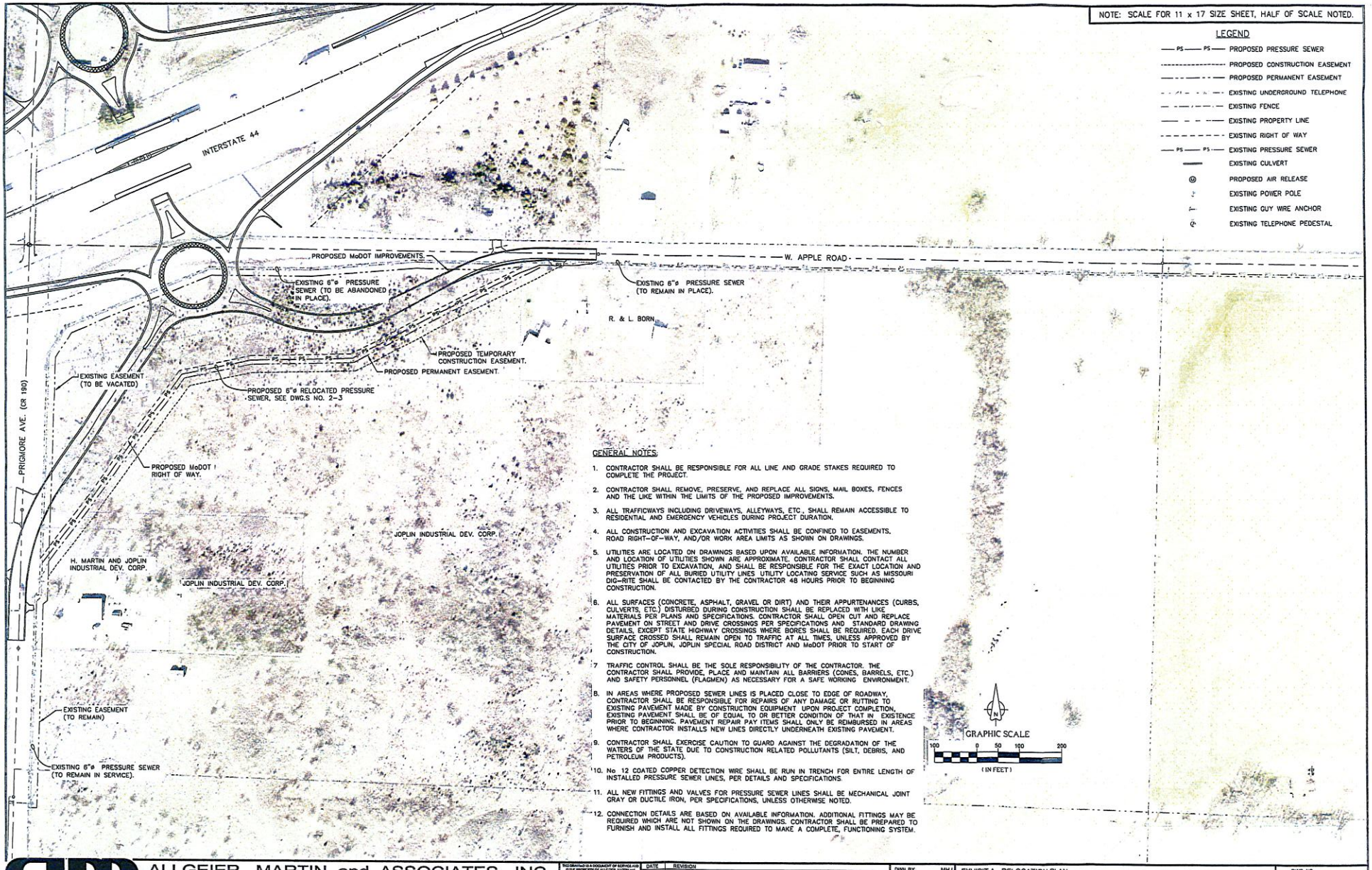
On this _____ day of _____, 2014, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____

Notary Public

My Commission Expires: _____



GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKES REQUIRED TO COMPLETE THE PROJECT.
2. CONTRACTOR SHALL REMOVE, PRESERVE, AND REPLACE ALL SIGNS, MAIL BOXES, FENCES AND THE LIKE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
3. ALL TRAFFICWAYS INCLUDING DRIVEWAYS, ALLEYWAYS, ETC., SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
4. ALL CONSTRUCTION AND EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, ROAD RIGHT-OF-WAY, AND/OR WORK AREA LIMITS AS SHOWN ON DRAWINGS.
5. UTILITIES ARE LOCATED ON DRAWINGS BASED UPON AVAILABLE INFORMATION. THE NUMBER AND LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL CONTACT ALL UTILITIES PRIOR TO EXCAVATION, AND SHALL BE RESPONSIBLE FOR THE EXACT LOCATION AND PRESERVATION OF ALL BURIED UTILITY LINES. UTILITY LOCATING SERVICE SUCH AS MISSOURI DIG-RITE SHALL BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
6. ALL SURFACES (CONCRETE, ASPHALT, GRAVEL OR DIRT) AND THEIR APPURTENANCES (CURBS, CULVERTS, ETC.) DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS PER PLANS AND SPECIFICATIONS. CONTRACTOR SHALL OPEN CUT AND REPLACE PAVEMENT ON STREET AND DRIVE CROSSINGS PER SPECIFICATIONS AND STANDARD DRAWING DETAILS, EXCEPT STATE HIGHWAY CROSSINGS WHERE BORES SHALL BE REQUIRED. EACH DRIVE SURFACE CROSSED SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES, UNLESS APPROVED BY THE CITY OF JOPLIN, JOPLIN SPECIAL ROAD DISTRICT AND MoDOT PRIOR TO START OF CONSTRUCTION.
7. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE, PLACE AND MAINTAIN ALL BARRIERS (CONES, BARRELS, ETC.) AND SAFETY PERSONNEL (FLAGMEN) AS NECESSARY FOR A SAFE WORKING ENVIRONMENT.
8. IN AREAS WHERE PROPOSED SEWER LINES IS PLACED CLOSE TO EDGE OF ROADWAY, CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS OF ANY DAMAGE OR RUTTING TO EXISTING PAVEMENT MADE BY CONSTRUCTION EQUIPMENT UPON PROJECT COMPLETION. EXISTING PAVEMENT SHALL BE OF EQUAL TO OR BETTER CONDITION OF THAT IN EXISTENCE PRIOR TO BEGINNING. PAVEMENT REPAIR PAY ITEMS SHALL ONLY BE REIMBURSED IN AREAS WHERE CONTRACTOR INSTALLS NEW LINES DIRECTLY UNDERNEATH EXISTING PAVEMENT.
9. CONTRACTOR SHALL EXERCISE CAUTION TO GUARD AGAINST THE DEGRADATION OF THE WATERS OF THE STATE DUE TO CONSTRUCTION RELATED POLLUTANTS (SILT, DEBRIS, AND PETROLEUM PRODUCTS).
10. No 12 COATED COPPER DETECTION WIRE SHALL BE RUN IN TRENCH FOR ENTIRE LENGTH OF INSTALLED PRESSURE SEWER LINES, PER DETAILS AND SPECIFICATIONS.
11. ALL NEW FITTINGS AND VALVES FOR PRESSURE SEWER LINES SHALL BE MECHANICAL JOINT GRAY OR DUCTILE IRON, PER SPECIFICATIONS, UNLESS OTHERWISE NOTED.
12. CONNECTION DETAILS ARE BASED ON AVAILABLE INFORMATION. ADDITIONAL FITTINGS MAY BE REQUIRED WHICH ARE NOT SHOWN ON THE DRAWINGS. CONTRACTOR SHALL BE PREPARED TO FURNISH AND INSTALL ALL FITTINGS REQUIRED TO MAKE A COMPLETE, FUNCTIONING SYSTEM.

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

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.
CERTIFICATE OF AUTHORITY MISSOURI NO. 000407

DATE	REVISION

DWN. BY:	MHJ
CKD. BY:	JTB
APPD. BY:	JTB
DATE:	JUNE, 2014

EXHIBIT A - RELOCATION PLAN
CROSSROADS PRESSURE LINE RELOCATION
JOPLIN, MISSOURI

DWG. NO.
EX. A

Exhibit B - Cost Estimate
Crossroads Pressure Sewer Line Relocation
MoDOT Job Number: J7I2181
June, 2014

Item No.	No. Of Units	Units	Item Description	Unit Price	Extended Total
1	1580	LF	6" Diameter C900 PVC Pressure Sewer	$ 40.00	$ 63,200.00
2	1580	LF	Hydrostatic Testing of 6" Dia. Pressure Sewer	$ 1.50	$ 2,370.00
3	20	LF	Crushed Stone Pavement Repair	$ 30.00	$ 600.00
4	1560	LF	Type A Surface Restoration	$ 3.00	$ 4,680.00
5	2	EA	Connection to Existing 6" Dia. Pressure Sewer	$ 2,500.00	$ 5,000.00
6	1	EA	Sewage Combination Air Valve	$ 7,500.00	$ 7,500.00
7	1	LS	Mobilization, Bonding, Insurance, Etc.	$ 10,000.00	$ 10,000.00
				Construction Estimate	$ 93,350.00

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: P.O. Box 2627, Joplin, MO 64803	
Attention: Mr. Dan Johnson, P.E.		Attention: Chris Erisman, P.E.	
Department: Public Works, Engineering		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820	Fax: 417.625.4738		

WORK AUTHORIZATION NUMBER 4
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

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

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

4. **Costs not to Exceed.** The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment.**

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number 4 exceed the sum of Fifty-Two Thousand Five Hundred and No/100 Dollars ($ 52,500.00).

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

DAN JOHNSON
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

Brian Head, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By:

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: April 30, 2014

CITY OF JOPLIN, MISSOURI

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

Date: 5/7/14

EXHIBIT A TO WORK AUTHORIZATION NUMBER 4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Crossroads Parallel Pressure Sewer Line Relocation along Apple Road)

1. SERVICES

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

1.1 Design, Bidding and Construction Phase Engineering Services

1.1.1 Verify the location of the existing pressure sewer main along the south right-of-way of Apple Road and compare to the proposed roadway alignment and subsequent new south Apple Road right-of-way to determine the extents of the pressure main relocation project. This evaluation will be based upon plans to be obtained directly from the Missouri Department of Transportation (MODOT) on or just prior to May 1, 2014.

1.1.2 Conduct research and investigation into existing utilities located within the project boundaries.

1.1.3 Prepare a preliminary project cost estimate and preliminary plan for the existing pressure sewer line relocation to be included within the relocation agreement executed between the City of Joplin and MODOT.

1.1.4 Meet with OWNER to discuss recommendations, project expectations, and costs.

1.1.5 Survey the project area and prepare bid documents, construction plans and specifications for the existing pressure sewer line relocation.

1.1.6 Assist the City with solicitation of bids, evaluating bids, assembling and issuing construction contract documents to successful bidder. This also includes providing clarifications and amendments during the bid process; and if required, the attendance of a pre-bid meeting.

1.1.7 Assist the City with a preconstruction conference.

1.1.8 Review and approve, or take other appropriate action in respect of shop drawings, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions proposed by contractors).

1.1.9 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.1.10 Conduct site visits as necessary to answer questions that may arise as to design concepts.

1.1.11 Reject work that is not in conformance with plans and specifications.

1.1.12 Inspect materials, review material certifications furnished by Contractor, and other materials as required.

1.1.13 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.1.14 Assist OWNER with preparation and submittal of MODOT project reimbursement requests.

1.1.15 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work

1.1.16 Participate in final inspection and provide the City with copies of project documentation diaries, test results, certifications, etc.

1.2 Resident Project Representation.

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

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

1.2.2 Duties and Responsibilities of RPR.

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

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

1.2.2.3 Liaison:

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

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

1.2.2.4 Shop Drawings and Samples:

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

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

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

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

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

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

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

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

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

1.2.2.8 Records:

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

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

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

1.2.2.9 Reports:

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

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

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

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

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

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

1.2.2.12 Completion:
a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

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

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

1.2.3 Limitations of Authority. Resident project representative:

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

1.2.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.2.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.2.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

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

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

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

1.2.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.3 Right-of-Way/Easement Acquisition

1.3.1 Meet with affected property owners in an attempt to secure required easements for said sewer line relocation.

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

1.3.3. Obtain signed easement documents from willing participants.

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

1.3.5. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any appraisals or any other evaluations required to determine the value of proposed easements shall be the responsibility of the OWNER.

1.3.6. Provide OWNER with copies of all executed copies of obtained easements for the purposes of recording with the County. All fees associated with the recording of easements shall be the responsibility of the OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 4 weeks after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 2 month construction time period. Right-of-Way/Easement Acquisition efforts shall begin immediately upon receipt of Notice To Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attached RATE SCHEDULE 2014; with a total compensation ceiling of $52,500, as set forth in Work Authorization Number 4, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Design Phase	$14,500
Bidding and Construction Phase	$9,000
Resident Project Representative	$24,000
Right-of-Way/Easement Acquisition	$5,000
Total	$52,500

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2014

LABOR RATES

Position	Hourly Billing Rate 01/01/2014 thru 12/31/2014
Principal/Engineer IV	175
Principal/Engineer III	160
Project Manager/Engineer II	140
Project Manager/Engineer I	125
Designer/Technician III	96
Designer/Technician II	84
Designer/Technician I	78
Two-Man GPS Survey Crew	165
One-Man GPS Survey Crew	125
Three-Man Survey Crew	180
Two-Man Survey Crew	140
Registered Land Surveyor II	150
Registered Land Surveyor I	130
Survey Party Chief	78
Survey Crew Member	63
Right of Way Specialist	100
Construction Inspector III	96
Construction Inspector II	84
Construction Inspector I	78
Secretary/Assistant	63
Print Specialist	63

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

NON-LABOR RATES

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

AMENDMENT NUMBER 1 TO
WORK AUTHORIZATION NUMBER 4 BETWEEN THE CITY OF
JOPLIN, MISSOURI
AND ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Work Authorization Number 4 between the City of Joplin, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER), for wastewater system improvements is hereby amended as follows:

OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 –SERVICES

The scope of services has been reduced to hereby incorporate the following into this Agreement:

1.1 Paragraph 1.2.1.1 shall be added to the resident project representative services section of the Agreement to limit the amount of time anticipated to provide these services. The paragraph shall read as follow:

1.2.1.1 Periodic site visits shall be provided by the resident project representative. It is anticipated that no more than an average of 8 hours per week shall be provided for an anticipated construction period of 6 weeks. In the event that more than 48 hours of resident project representation is required, such time can be provided as an additional service by amendment to the Agreement.

1.2 Paragraph 1.3.1.1 shall be added to the right-of-way/Easement Acquisition services section of the Agreement to limit the time expended to provide this service. The paragraph shall read as follows:

1.3.1.1 It is anticipated that there will be two (2) property owners affected by this project. Required negotiations with additional property owners or extended negotiations periods resulting in expending more than 25 hours shall be considered an additional service.

SECTION 2 – PAYMENTS TO ENGINEER

2.1 As a result of the changes indicated within this amendment, the total compensation ceiling set forth in Work Authorization Number 4, Section 5.b. shall be revised to indicate $24,500.

2.2 The estimated maximum fees as a result of the changes indicated within this amendment shall be revised and are broken down for respective services in more detail as follows:

Design Phase	$12,000
Bidding and Construction Phase	$6,000
Resident Project Representative	$4,000
Right-of-Way/Easement Acquisition	$2,500
Total	$24,500

SECTION 3 – SPECIAL PROVISIONS AND EXHIBITS

3.1 No paragraphs or exhibits of the Agreement, other than those described above, are added or amended by this Amendment, nor are any other terms of the Agreement altered by this Amendment. Any further amendment, supplementation, modification, or cancellation of the Agreement may only be effected by a duly executed written instrument.

3.2 This Amendment (consisting of 2 pages), together with any exhibits identified above and with the original Agreement and associated Work Authorization Agreement, constitute the entire understanding between OWNER and ENGINEER and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of May 14, 2014.

OWNER:
The City of Joplin, Missouri

By _____
(Authorized Signature)

Nicholas A. Heatherly
(Printed Name)

Public Works Director
(Title)

ENGINEER:
Allgeier, Martin and Associates, Inc.

By _____
(Authorized Signature)

Chris Erisman, P.E.
(Printed Name)

Vice President
(Title)

ALLGE-1 OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804 J. Scott Brothers Phone: 800-444-8675 Fax: 417-623-0902	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Allgeier,Martin & Associates Inc P O Box 2627 Joplin, MO 64803-2627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Transportation Insurance Co — 20494 INSURER B: American Casualty Company of — 20427 INSURER C: Continental Casualty Company — 20443 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		1063177197	12/08/2013	12/08/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		1063177202	12/08/2013	12/08/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		1062449393	12/08/2013	12/08/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1063177216	12/08/2013	12/08/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			AEH008212765	10/07/2013	10/07/2014	Per Claim Aggregate	2,000,000 2,000,000

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

RE: Work Authorization Number 4 - Pressure Sewer Line Relocation
G140331C 1010: G15115-A 1089: SCA23500D 1011: G-300660A 0608: G15057C 0605:
G140428A 1001: GSL2231XX 1005: G24072A 1093

CERTIFICATE HOLDER

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristi Becker

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COUNCIL BILL NO. 2014-150 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and the Missouri Department of Transportation. An Agreement for relocation of an existing sewer line in conjunction with the new interchange project at I-44 and CR 190 by the Crossroads Industrial Park and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and the Missouri Department of Transportation. An Agreement for relocation of an existing sewer line in conjunction with the new interchange project at I-44 and CR 190 by the Crossroads Industrial Park.

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

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2013-2014 budget.

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

_____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: Administration Contract for CDBG-Disaster Recovery
Originating Department: Planning & Community Development

Attachments: 1) (Master Agreement with Exhibit 1) and (Work Authorization Number 1 with Exhibit A)
2) Council Bill No. 2014-407

Department Head: Nick Heatherly	Date: 6/10/14
Planning & Community Development: Troy Bolander T.B.	Date: 6-11-14
Finance Department: Leslie Jones	Date: 6-11-14
Interim City Attorney: Peter Edwards	Date: 6/11/14
Interim City Manager: Sam Anselm	Date: 6/11/14

Recommended Action: Approval of Council Bill No. 2014-407

INTRODUCTION:

The following Council Bill approves an agreement between the City of Joplin and Deloitte & Touche (D&T), LLP for D&T to help provide administration services relating to the city's second allocation of Community Development Block Grant – Disaster Recovery (CDBG-DR) assistance. The attached agreement is the result of a Request For Proposal (RFP) process that was conducted by a four member selection committee comprised of city staff, including, the Public Works Director, Finance Director, Assistant Public Works Director of Planning & Development and the former Assistant City Planner. Proposals were received by seven firms and scored independently by the selection committee. The top five firms were interviewed and ranked based on the combination of their written proposals and personal interviews. A consensus was reached by the selection committee and negotiations commenced which resulted in the attached agreement.

Federal CDBG-DR regulations restricts the amount of assistance that can be expended on administrative services to 5% of the total award. In the attached agreement, the cost for both city staff and D&T to administer the $113,276,000 award is capped at approximately $5.6 million dollars.

DISCUSSION:

Due to the strict timelines HUD has put on the assistance to be expended, the city believes it is in its best interest to manage the projects, timelines and D&T through the issuance of individual work authorizations. Each individual work authorization will define the project, provide a scope of work and identify an amount for Deloitte to help the city administer the project.

The attachments in Council Bill No 2014-407 include:

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES – The "principal" agreement that defines the relationship between the City and D&T. It explains that the city will notify D&T of when and what type of services will be provided through individual executed work authorizations.

EXHIBIT 1 PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES AGREEMENT – Attachment to "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES". The agreement list and defines all of the services that D&T can provide to help the city develop, implement, manage and closeout projects funded with CDBG-DR assistance.

WORK AUTHORIZATION NUMBER 1 TO AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES – The first work authorization. The agreement authorizes D&T to begin providing services for projects that were previously approved by Council and funded with the second CDBG-DR award.

EXHIBIT A – WORK AUTHORIZATION NUMBER 1 – Attachment to "WORK AUTHORIZATION NUMBER 1 TO AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES". Defines the "specific" services that D&T will provide for projects and funding previously approved by Council. Included in the Exhibit is D&T's costs and hourly rates to help administer the projects. In August 2013, Council approved the expenditure of $8,624,886 for the design and construction of sanitary sewer in the disaster area, plus, the design of sidewalks, storm sewer and curb & gutter in the disaster area. Another project that Council previously approved includes the allocation of $331,397 to the Joplin School District to help provide counseling services to students affected by the tornado. That project is near completion and will soon be closed out. In this first work authorization, Deloitte's direct administrative costs is $360,116.35. Another $312,107.40 will be charged to the activity itself as a direct project cost for a total of $672,223.75.

RECOMMENDATION:

For the immediate preservation of public health and welfare, city staff recommends approval of Council Bill No. 2014-407 on an emergency basis.

CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Deloitte & Touche, LLP** Address: **100 S. Cincinnati, Suite 700** **Tulsa, OK 74103-2815**	
Attention: **Nicholas A. Heatherly** **Director of Public Works**		Attention: **Mr. Greg Arend** **PARTNER**	
Department: **Public Works Department**		Phone: **1-918-560-1476**	Fax: **1-202-661-1620**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin has been awarded funds in the amount of $113,276,000.00 from the Disaster Relief Appropriations Act, 2013 as published in the May 29, 2013 Federal Register; and

WHEREAS, The Appropriations Act requires that the Department of Housing and Urban Development (HUD) obligate all funds no later than September 30, 2017; and

WHEREAS, all funds are required to be expended within two (2) years of the date of obligation; and

WHEREAS, the City of Joplin, as grantee, shall administer its award directly, in compliance with all applicable laws and regulations, shall be financially accountable for the use of all funds provided and may contract for administrative support to assist the City Staff in managing the program of expending the appropriated funds; and

WHEREAS, the Appropriations Act allows up to five (5%) percent of the grant for general administration, which is inclusive of both City staff administrative costs and consultant administrative costs; and

WHEREAS, the City of Joplin desires to engage Deloitte & Touche, LLP, hereinafter referred to as Consultant, to render certain technical and professional services, as identified in ***Exhibit 1***, in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Consultant 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 Consultant represents Consultant is licensed by the State of Missouri to perform the services identified in ***Exhibit 1*** under this contract, and further represents that all engineering services shall be done under the direction of a Professional Engineer licensed by the Missouri Board for Architects, Professional Consultants, and Land Surveyors; and all land survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Consultants, and Land Surveyors;

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

1. **Services.** The City agrees to engage the services of the Consultant and the Consultant agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The specific scope of

services described in ***Exhibit A*** for each Work Authorization shall be developed from the total list of potential services identified in ***Exhibit 1*** attached hereto and incorporated as reference for all future Work Authorizations. The services of the Consultant shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be under taken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services set forth and attached hereto as ***Exhibit A*** of any executed Work Authorization.

2. **Term.** The services of the Consultant 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 Consultant the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

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

5. **Personnel**. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or sub-contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant'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 Consultant to fulfill Consultant'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 Consultant by one of three different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Consultant; 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 Consultant 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 Consultant under this contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant 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 Consultant.

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 Consultant under this contract shall at the option of the City become its property, and the Consultant 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. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Consultant 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 Consultant 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 Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant 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. **Compliance with Laws**. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

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

13. **Nonresident/Foreign Contractors**. The Consultant shall procure and maintain during the life of this contract:

a. If the Consultant 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.

14. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

15. **City Benefits**. The Consultant 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.

16. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Consultant 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 Consultant's (or any of Consultant's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Consultant is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Consultant 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 Consultant 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.

17. **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 Consultant until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Consultant 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.

18. **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 Consultant 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.

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

20. **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.

21. **Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.**

22. **Non-exclusivity.** Consultant may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that Consultant complies with its obligations of confidentiality set forth hereunder.

23. **Non-solicitation.** During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of this engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

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

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

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

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

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

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

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

d) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

30. **Affirmative Action for Handicapped Workers**

a. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Troy Bolander
Assistant Director of Public Works
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, Interim City Attorney

Consultant:

Deloitte & Touche, LLP

By: _____

Printed Name: Greg Arend

Title: Partner

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Sam Anselm
Interim City Manager

Date: _____

EXHIBIT 1 - SCOPE OF SERVICES for Administrative Services Agreement

Consultant may provide the following services:

Task Name		RFP Tasks
1.0 Engagement Management		
1.1 Program charters, timelines, goals, metrics and deliverables	Develop and update program charters, timelines, goals, metrics and deliverables	4, 5, 12, 14
1.2 Engagement management, reporting, administration	Develop engagement project plan and provide regular reporting on the engagement status	
2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring		
2.1 All compliance and risk management activities	Perform all compliance and risk management activities as identified in the Oversight and Monitoring Plan and Risk Management Plan	1, 2, 3, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17
2.2 Training associated with CDBG-DR compliance	Provide regular training to City staff and vendors on CDBG-DR compliance related issues	
2.3 Compliance reviews and periodic reporting (monthly)	Develop a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects. Perform regular compliance reviews of CDBG-DR funded projects. Develop monthly compliance reports indicating the compliance status of each project and any known issues/risks.	
2.4 Briefings on federal compliance requirements and updates	Develop written (e.g. PowerPoint, e-mail, etc.) and provide verbal briefings on CDBG-DR compliance requirements	
2.5 Project Compliance Oversight and Monitoring	Develop Oversight and Monitoring Plan for all CDBG-DR funded projects and carry-out monitoring activities consistent with an agreed upon frequency specified in the plan	
2.6 HUD Audit preparation and support	Assist the City with HUD Audit preparation through the compilation of documentation related to CDBG-DR funded projects and help the City to address any questions that may arise in this process	
2.7 Program risk management and analysis	Develop a Risk Management Plan for all CDBG-DR funded projects. Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks	
2.8 Communication of CDBG-DR compliance to HUD	Provide any assessments/reports regarding CDBG-DR to HUD as requested by the City	
2.9 Procurement compliance	Review all applicable procurement regulations, laws (Federal, State, Local) and provide analysis/review as requested of procurement activities (e.g. Request for Proposal review) related to CDBG-DR funded projects. Develop Request for Documentation (RFD) form for vendors receiving any CDBG-DR funds and review documentation as provided for compliance with all	

	applicable laws and regulations.	
2.10 Vendor invoice compliance validation	Review vendor invoices and supporting documentation with an agreed upon frequency specified in the Oversight and Monitoring Plan	
2.11 Attending meetings with Master Developer and other partners regarding CDBG-DR guidance	Attend meetings with the Master Developer and any other City CDBG-DR stakeholders as requested	
2.12 Preparation and meetings with City Council and other parties	Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested	
2.13 Briefing meetings to discuss key developments with City Partners	Attend briefing meetings to discuss key developments with City Partners	
2.14 Meeting minutes	Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested	
2.15 Development, maintenance and monitoring of compliance dashboard	Develop and maintain a dashboard providing information on CDBG-DR compliance	
2.16 CDBG-DR Program Management ("Best Practices" & Training)	Provide up Program Management Trainings for City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan. Frequency and timing to be discussed and agreed in advance with the City	
2.17 Document Control	Use the document control and management system implemented during administration of the first CDBG-DR grant to provide the same support for the second CDBG-DR grant. Manage all required documentation for all projects funded by both grants in the document control and management system, and provide City staff training and support (e.g. password establishment and reset) to use the document control and management system	
2.18 IT Oversight	Assist the City to identify opportunities to enhance system functionality to tailor to CDBG-DR fund disbursement, tracking, and reporting requirements.	

2.19 Other Support / Consulting Functions (as required by City)	Identify other support and consulting functions required by the City on a case-by-case basis as ad hoc requests and assist with these activities only after written request from the City to facilitate the efficient use of the project budget. The City anticipates these requests to be limited to no more than one per week, and Consultant will notify the City if these are ADC.	
3.0 Program and Portfolio Management		
3.1 Project Cost Validation		1, 2, 3, 4, 5, 6, 9, 11, 12, 14, 16, 17
	3.1.1. Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)	
3.2 Project Oversight and Monitoring		
	3.2.1. Independent oversight of project health/performance (milestones, earned value, SPI, CPI) through continuous assessment of project data	
	3.2.2. Regular, standardized reporting to City of project performance at project and program level (defined in greater detail in below tasks)	
3.3 Project Risk Analysis		
	3.3.1 To support project planning tasks at each project 'stage gate', identification of technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance	
3.4 Schedule & Cost Management Software		
	3.4.1 Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, proprietary cost management tools are proposed)	
	3.4.2 Providing City access to preapproved detailed cost/schedule reporting templates for their management purposes.	
	3.4.3. Key cost/schedule and project health information to be provided to the City utilizing the Joplin Executive Dashboard tool	
3.5 Project Execution Plans (PEPs)	Development and maintenance of project specific information dossiers that compile all relevant technical, commercial, financial, risk, etc information to support City planning and decision tasks	

3.5.1 Project Scope Definition	Development of project concept and objectives for planning and stakeholder input purposes. Will be further refined for work package planning and development tasks (e.g. design, construction, specific research/studies, etc)	
3.5.2 Cost/Capital Planning/Budget Development	Development and detailing of project costs at each project phase for planning and budgeting purposes (e.g. design, construction, specific studies/assessments, etc)	
3.5.3 Schedule/time table development and coordination	Development and detailing of project timetables for planning and coordination purposes. All related data will be incorporated into detailed project schedules and integrated master schedules.	
3.5.4 Resource planning	Development of resource plans highlighting stakeholders/roles/responsibilities needed to support City for execution of each infrastructure project	
3.5.5 Project Risk Assessment	Inclusion of all risks identified in risk analysis phase into PEP document for incorporation into all project-specific planning and coordination activities	
3.5.6 Communication management	Development of plan for required stakeholder vetting, public outreach and vendor awareness/guidance	
3.5.7 Procurement management	Based on scope definition, development of contract work package planning and execution strategy to be incorporated in integrated master schedule and action plan revisions/amendments	
3.5.8 Change management	Standardized recording of all scope/cost/schedule changes and risk/issue triggers to be included in all planning and cost management efforts	
3.5.9 Close-out management	Detailed plan for execution of project close-out (plan, documents, register, approvals timetable)	
3.6 Integrated Master Scheduling		
	3.6.1 Development of project schedules covering all key activities from action plan development, capital planning, definition, procurement, design, construction, through to close-out	
	3.6.2. Development of CDBG-funded program wide infrastructure program schedule	
3.7 Communication Assistance (project definition, outreach)		

	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	
	3.7.2 Integrating public comment into project definition and planning documents	
3.8 Infrastructure Program Capital Planning/Budgeting	3.8.1 Develop and maintain project-specific and infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations	
3.9 CDBG-DR project implementation design	3.9.1 Detailed design of project, identifying detailed cost estimate, milestones, and services needed to be procured to implement project effectively, with appropriate oversight	
3.10 CDBG-DR project execution	3.10.1 Execution assistance for each project, roles and level of effort defined by PEP's and project implementation design	
3.11 Project Closeout	3.11.1 Project close-out assistance through compilation of documentation, registers and monitoring of outstanding item resolution	
4.0 Action Plan Preparation/Amendment		
4.1 Action Plan	4.1.1 Develop Action Plan document and inputs in line with infrastructure program requirements (cost, schedule, project logistics, etc)	1, 2, 3, 4, 5, 6, 8, 9, 11, 12, 14, 16, 17
4.2 City Council Approval	4.2.1 Develop documentation in preparation for City Council Approval	
4.3 Public Comment	4.3.1 Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to queries; consider public input into project planning documents	
4.4 HUD Review of Action Plan	4.4.1 Monitor review by HUD in schedule, assist in follow up	
4.5 HUD Approval of Action Plan	4.5.1 Monitor approval by HUD in schedule, assist in follow up	
4.6 Grant Agreement	4.6.1 Develop Grant Agreement with City, assist City in gaining necessary approvals	
4.7 HUD Approval of Grant Agreement	4.7.1 Monitor approval by HUD in schedule, assist in follow up	
4.8 Ongoing HUD Reporting, Audit Prep and Support	4.8.1 In response to HUD requests regarding project-specific expenditure or in preparation for HUD visitation, compiling required information and/or providing project cost and schedule information in a standardized format for all infrastructure projects	
4.9 Ongoing Compliance Consultation	4.9.1 Ad hoc advise based on regulations and HUD policy guidance	

4.10 Policy Development	4.10 Work with the City to develop policies and procedures for each project or type of project funded by the second CDBG-DR grant. Assess existing policies and procedures, and align with CDBG-DR grant program, and review of any laws, regulations, and/or other guidance related to the second CDBG-DR grant and provide an analysis of the policies impacting the second CDBG-DR to the City	
4.11 Monitoring Plans	4.11 Work with the City to develop a monitoring plan for the second grant funds, and an Integrated Monitoring Plan for both grants based on the Integrated Master Schedule	
4.12 Required Reporting DRGR (all allowable)	4.12 Assist the City in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR. Perform quarterly DRGR system reporting	
4.13 Training / Outreach Support for Grant Recipients	4.13 Provide Trainings and Outreach support to grant recipients, partners, and City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan	
5.0 Design Contractor Procurement		
5.1 Develop RFQ		1, 2, 3, 5, 6, 9, 10, 11, 12, 13, 14, 17
	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms	
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, man-hours) and formats for deliverables to be included	
5.2 Public Announcement	5.2.1 Support City in issuing public announcement information regarding upcoming tenders	
5.3 Vendor Procurement		
	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process	
	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)	
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate	
	5.4.2 Document completion of bid evaluation process	

5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents	
5.6 Council Review	5.6.1 Monitor council review, assist in presentation for approval	
5.7 Contract Award	5.7.1 Support City in issuing notice of award, and coordination of vetting for approvals by both parties	
6.0 Environmental Review		
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities	1, 2, 6, 7, 9, 11, 14, 17
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required	
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required	
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required	
	6.2.4 Determine if Environmental Assessment ("EA") is required	
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor	
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.	
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)	
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)	
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.	
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.	
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records	
	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.	
7.0 Design		

7.1 Programming	7.1.1 Develop design program for selected project or program, agree deliverables, milestones and man-hours, conduct kick-off (including assistance with programmatic design in relation to Mental Health, Job Training, and Green Building).	Outsourced
	7.1.2 Review design contractor payment applications for progress	
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete	
7.3 30% Design Complete	7.3.1 Monitor and confirm 30% design completion	
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved	
7.5 Internal Design QA/QC #1		
	7.5.1 Monitor QA/QC process in line with City requirements.	
	7.5.2 Procure independent design-check services if required due to technical issues/work load	
7.6 60% Design Complete	7.6.1 Monitor and confirm 60% design complete	
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'	
7.8 Internal Design QA/QC #2		
	7.8.1 Monitor QA/QC process in line with City requirements.	
	7.8.2 Procure independent design-check services if required due to technical issues/work load	
7.9 90% Design Complete	7.9.1 Monitor and confirm 90% design complete	
8.0 Construction Procurement		
8.1 Develop Bid Package	8.1.1 Assemble bid package documents	1, 2, 4, 5, 9, 10, 11, 12, 17
8.2 Bid Advertisement	8.2.1 Develop advertisement document for issuance by the City	
8.3 Public Meeting/Bid Opening	8.3.1 Coordinate public meetings and bid openings as required	
8.4 Contracts	8.4.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents	
8.5 Technical Evaluation / Tabulation	8.5.1 Document technical evaluation process and criterion, input industry standard practice where appropriate	
8.6 Council Review	8.6.1 Monitor council review, assist in presentation for approval	
8.7 Contractor Documentation	8.7.1 Review documentation for compliance, coordination of vetting for approvals by both parties	
8.8 Contract Award	8.8.1 Support City in issuing notice of award	

8.9 Preconstruction Meeting with Awardee	8.9.1 Conduct preconstruction meeting to confirm plans, timetables, deliverables and processes for reporting, change management etc	
8.10 Construction NTP	8.10.1 Develop NTP for issuance by City	
9.0 Construction		
9.1 Mobilization	9.1.1 Review mobilization plan, incorporate milestones into integrated project schedule	1, 2, 3, 4, 5, 12, 13, 15, 16
9.2 Construction		
	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits	
	9.2.2 Review contractor payment applications for progress	
	9.2.3 If construction inspection services are required, procure vendor to conduct services and monitor reports for incorporation into City's progress monitoring and Executive Dashboard	
9.3 Project Change Management	9.3.1 Define change management process and monitor for project cost/schedule impacts	
	9.3.2 Assess potential change order/claims and associated cost/schedule impacts	
	9.3.3 Review associated estimates; determine if independent estimate is required	
	9.3.4 Incorporate pending and approved change orders into project cost reports and schedules	
9.4 Coordinating Construction Inspections	9.4.1 If it is determined that additional project quality/inspection resources are needed, design firm representatives/other vendors/resources will be procured and coordinated. Any resulting issues will be identified and resolved with the City.	
9.5 Closeout & Punch lists	9.5.1 Project close-out assistance through compilation of documentation, registers and monitoring of punch list resolution	
9.6 Demobilization	9.6.1 If requested, plan and agree demobilization plans with contractor and monitor accordingly for final payment/retention release	
10.0 Additional Support Services		
10.1 Independent Design-Check Services		
10.2 External Counsel-Contractual Review		
10.3 Cross Project Geo Spatial Services		
10.4 Project Operations Resource Support		
10.5 Master Developer Monitoring and Reporting		
10.6 Geographic Information System (GIS) Dashboards		

	10.6.1 Web-based dashboard reporting tool for City to monitor project health/performance (EV, CPI, SPI, milestones)	
	10.6.2 Web-based tool to share project plans and progress with public	
	10.6.3 Planning tool for contract execution planning in impacted zones	

CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Deloitte & Touche,LLP Address: 100 S. Cincinnati, Suite 700 Tulsa, OK 74103-2815	
Attention: Nicholas A. Heatherly Director of Public Works		Attention: Mr. Greg Arend Partner	
Department: Public Works		Phone: 1-918-560-1476	Fax: 1-202-661-1620
Phone: 417-624-0820, Ext 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 1
TO AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

City and Consultant agree to amend their Agreement for Professional Administrative Consulting Services to include a scope of work and fees for Consulting services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant 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 Consultant 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 Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Consultant.

3. **Term**. The services of the Consultant 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 Consultant 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 Consultant shall notify the City if Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant under the terms of this work Authorization Number 1 exceed the sum of Six Hundred Seventy Two Thousand Two Hundred Twenty Three & 75/100 Dollars ($ 672,223.75).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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 Consultant to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Consultant 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 Consultant. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant 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 Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant 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.

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

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

Troy Bolander, Assist. Director of Public Works
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, Interim City Attorney

Consultant: Deloitte & Touche, LLP

By: _____

Printed Name: Greg Arend

Title: Partner

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Sam Anselm
Interim City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER 1

1. General:
The Scope of Services identified in this Work Authorization are associated with the First Partial Action Plan as adopted by the City of Joplin with Resolution 2013-024 on the 19th of August, 2013 and approved by HUD with the issuance of the Funding Approval/Agreement dated January 16, 2014. The total funds approved by Obligation #1 is $8,624,886.00, (Project/Grant No. 1: B-13-MS-29-0001) with a budget break down as follows:

Support Services:	$ 331,397.00
Public Services:	$7,863,733.00
Administration Services:	$ 429,756.00 (internal & consultant combined total)

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:
Grant Administration Costs are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities. All grant administrative costs are allocable to the grant administration activity.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks related to this Work Authorization shall be completed no later than January 15, 2016 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 1:

1.0 Engagement Management	
1.1 Program charters, timelines, goals, metrics and deliverables	Develop and update program charters, timelines, goals, metrics and deliverables
1.2 Engagement management, reporting, administration	Develop engagement project plan and provide regular reporting on the engagement status
2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring	
2.1 All compliance and risk management activities	Perform all compliance and risk management activities as identified in the Oversight and Monitoring Plan and Risk Management Plan
2.2 Training associated with CDBG-DR compliance	Provide regular training to City staff and vendors on CDBG-DR compliance related issues
2.3 Compliance reviews and periodic reporting (monthly)	Develop a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects. Perform regular compliance reviews of CDBG-DR funded projects. Develop monthly compliance reports indicating the compliance status of each project and any known issues/risks.

2.4 Briefings on federal compliance requirements and updates	Develop written (e.g. PowerPoint, e-mail, etc.) and provide verbal briefings on CDBG-DR compliance requirements
2.5 Project Compliance Oversight and Monitoring	Develop Oversight and Monitoring Plan for all CDBG-DR funded projects and carry-out monitoring activities consistent with an agreed upon frequency specified in the plan
2.6 HUD Audit preparation and support	Assist the City with HUD Audit preparation through the compilation of documentation related to CDBG-DR funded projects and help the City to address any questions that may arise in this process
2.7 Program risk management and analysis	Develop a Risk Management Plan for all CDBG-DR funded projects. Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks
2.8 Communication of CDBG-DR compliance to HUD	Provide any assessments/reports regarding CDBG-DR to HUD as requested by the City
2.9 Procurement compliance	Review all applicable procurement regulations, laws (Federal, State, Local) and provide analysis/review as requested of procurement activities (e.g. Request for Proposal review) related to CDBG-DR funded projects. Develop Request for Documentation (RFD) form for vendors receiving any CDBG-DR funds and review documentation as provided for compliance with all applicable laws and regulations.
2.10 Vendor invoice compliance validation	Review vendor invoices and supporting documentation with an agreed upon frequency specified in the Oversight and Monitoring Plan
2.11 Attending meetings with Master Developer and other partners regarding CDBG-DR guidance	Attend meetings with the Master Developer and any other City CDBG-DR stakeholders as requested
2.12 Preparation and meetings with City Council and other parties	Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested
2.13 Briefing meetings to discuss key developments with City Partners	Attend briefing meetings to discuss key developments with City Partners
2.14 Meeting minutes	Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested
2.15 Development, maintenance and monitoring of compliance dashboard	Develop and maintain a dashboard providing information on CDBG-DR compliance
2.16 CDBG-DR Program Management ("Best Practices" & Training)	Provide up Program Management Trainings for City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan. Frequency and timing to be discussed and agreed in advance with the City

2.17 Document Control	Use the document control and management system implemented during administration of the first CDBG-DR grant to provide the same support for the second CDBG-DR grant. Manage all required documentation for all projects funded by both grants in the document control and management system, and provide City staff training and support (e.g. password establishment and reset) to use the document control and management system
2.18 IT Oversight	Assist the City to identify opportunities to enhance system functionality to tailor to CDBG-DR fund disbursement, tracking, and reporting requirements.
2.19 Other Support / Consulting Functions (as required by City)	Identify other support and consulting functions required by the City on a case-by-case basis as ad hoc requests and assist with these activities only after written request from the City to facilitate the efficient use of the project budget. The City anticipates these requests to be limited to no more than one per week, and Consultant will notify the City if these are ADC.

Sidewalk Package - Design Procurement, Environmental Review, Design Monitoring	
5.0 Design Contractor Procurement	
5.1 Develop RFQ	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, manhours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Develop public announcement information regarding upcoming tenders for issuance by City
5.3 Vendor Procurement	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process
	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate
	5.4.2 Document completion of bid evaluation process

5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents
5.6 Council Review	5.6.1 Monitor council review, develop presentation for approval
5.7 Contract Award	5.7.1 Develop notice of award for issuance by City, and coordination of contract vetting for approvals by both parties
6.0 Environmental Review	
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records

	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.
7.0 Design	
7.1 Programming	7.1.1 Develop design program for selected project, agree deliverables, milestones and manhours, conduct kick-off
	7.1.2 Review design contractor payment applications for progress
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete
7.3 30% Design Complete	7.3.1 Monitor and confirm 30% design completion
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved
7.5 Internal Design QA/QC #1	7.5.1 Monitor QA/QC process in line with City requirements.
	7.5.2 Procure independent design-check services if required due to technical issues/work load
7.6 60% Design Complete	7.6.1 Monitor and confirm 60% design complete
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'
7.8 Internal Design QA/QC #2	7.8.1 Monitor QA/QC process in line with City requirements.
	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 90% Design Complete	7.9.1 Monitor and confirm 90% design complete
Sanitary Sewer Package - Design Procurement, Environmental Review, Design Monitoring, Construction Procurement, Construction Monitoring	
5.0 Design Contractor Procurement	
5.1 Develop RFQ	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, manhours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Develop public announcement information regarding upcoming tenders for issuance by City
5.3 Vendor Procurement	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process
	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)

5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate
	5.4.2 Document completion of bid evaluation process
5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents
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5.7 Contract Award	5.7.1 Develop notice of award for issuance by City, and coordination of contract vetting for approvals by both parties
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6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.

6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records
	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.
7.0 Design	
7.1 Programming	7.1.1 Develop design program for selected project, agree deliverables, milestones and manhours, conduct kick-off
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7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'
7.8 Internal Design QA/QC #2	7.8.1 Monitor QA/QC process in line with City requirements.
	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 90% Design Complete	7.9.1 Monitor and confirm 90% design complete
Storm Sewer Package - Design Procurement, Environmental Review, Design Monitoring	
5.0 Design Contractor Procurement	
5.1 Develop RFQ	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, manhours) and formats for deliverables to be included
5.2 Public Announcement	5.2.1 Develop public announcement information regarding upcoming tenders for issuance by City
5.3 Vendor Procurement	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process

	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate
	5.4.2 Document completion of bid evaluation process
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6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required
	6.2.4 Determine if Environmental Assessment ("EA") is required
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.
6.5 Complete Compliance Documentation	6.5.1 Complete documentation, as required, for CFR 58.6 Compliance (all projects)
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City.

	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.
6.7 Compile Project Records and Perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and other files relevant to the environmental review for City records
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	7.8.2 Procure independent design-check services if required due to technical issues/work load
7.9 90% Design Complete	7.9.1 Monitor and confirm 90% design complete

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 1 which we anticipate can be classified as ADC/project-specific costs or administration costs.

Project & Tasks	Potential Direct Project Costs	Potential Admin Costs	Total Cost
Sidewalk Package			
Design Contractor Procurement Oversight	$ -	$ 15,606.00	$ 15,606.00
Environmental Review Oversight	$ 25,666.00	$ -	$ 25,666.00
Design Oversight	$ 28,486.00	$ -	$ 28,486.00
Total Sidewalk Package Costs	$ 54,152.00	$ 15,606.00	$ 69,758.00
Sanitary Sewer Package			
Design Contractor Procurement Oversight	$ -	$ 28,486.00	$ 28,486.00
Environmental Review Oversight	$ 25,666.00	$ -	$ 25,666.00
Design Oversight	$ 15,606.00	$ -	$ 15,606.00
Construction Procurement Oversight		$ 22,046.00	$ 22,046.00
Construction Oversight	$ 80,006.00		$ 80,006.00
Total Sanitary Sewer Package Costs	$ 121,278.00	$ 50,532.00	$ 171,810.00
Storm Sewer Package			
Design Contractor Procurement Oversight	$ -	$ 15,606.00	$ 15,606.00
Environmental Review Oversight	$ 25,666.00	$ -	$ 25,666.00
Design Oversight	$ 28,486.00	$ -	$ 28,486.00
Total Storm Sewer Package Costs	$ 54,152.00	$ 15,606.00	$ 69,758.00
Curb & Gutter Package			
Design Contractor Procurement Oversight	$ -	$ 15,606.00	$ 15,606.00
Environmental Review Oversight	$ 25,666.00	$ -	$ 25,666.00
Design Oversight	$ 28,486.00	$ -	$ 28,486.00
Total Curb & Gutter Package Costs	$ 54,152.00	$ 15,606.00	$ 69,758.00
Engagement management			
Charters, adminstration, reporting	$ -	$ 39,840.00	$ 39,840.00
Total Engagement management	$ -	$ 39,840.00	$ 39,840.00
CDBG-DR Risk and Compliance, Infrastructure and Monitoring			
Charters, adminstration, reporting	$ -	$ 190,188.50	$ 190,188.50
Total CDBG-DR Risk and Compliance	$ -	$ 190,188.50	$ 190,188.50
Total Travel Expenses	$ 28,373.40	$ 32,737.85	$ 61,111.25
Task Order 1 Total Costs	$ 312,107.40	$ 360,116.35	$ 672,223.75

We verified our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization #1' we anticipate will be ADC/Project-specific. Any time incurred in preparing non-project specific deliverables would be

allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, procurement activities – which are currently noted as administrative costs in our table above -- could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Administration - but shown as part of the project implementation and identified with a final cost objective - can be reclassified as Direct Project costs. We suggest/recommend that the City proceed with keeping these costs under Administration until these projects move towards construction, at which time they could be converted to ADC/project-specific costs as well.

5. BUDGET

Consultant LLP

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: June 17, 2014** **END: January 15, 2016**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)	**312,107.40**	**0.00**
	Grant Administration Costs	**360,116.35**	
26	**GRAND TOTAL**	**672,223.75**	**0.00**

6. Payment/Fee Schedule:

In the event, Consultant is asked to undertake certain activities which constitute Activity Delivery Costs, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration budget. The Consultant hourly rate schedule *(see below)* will apply for all grant administration and ADC tasks related to Work Authorization Number 1.

Role	Hourly Rate
Partner, Principal, Director	$242
Program/Senior Manager	$215
Manager	$189
Senior Staff	$161
Junior Staff	$136
4J Functional Lead	$125

The City will compensate Consultant for the services performed and expenses incurred, through the term or effective date of termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall not invoice the City more than one time per month unless requested by the City and all requests will include necessary supporting documentation. Consultant will be paid within thirty (30) days from the submission of its invoices.

Each Invoice must detail, at minimum, all of the following:

- The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
- The amount reimbursed by Grant Budget line-item to date.
- The total amount reimbursed under the Grant Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

B. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

COUNCIL BILL NO. 2014-407 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte & Touche, LLP to provide administrative services related to the 2013 Community Development Block Grant- Disaster Recovery Fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

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

WHEREAS, the U. S. Department of Housing and Urban Development provides assistance to communities that experience an extreme disaster; and

WHEREAS, the City of Joplin was awarded $113,276,000 in Community Development Block Grant Disaster Recovery Assistance from the U. S. Department of Housing and Urban Development to aid in the City's recovery.

WHEREAS, the City of Joplin is desirous of entering into an agreement with a firm to help the City manage the award from the U. S. Department of Housing and Urban Development.

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

Section 1. That the City enter into an Agreement, attached hereto as "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES", with Deloitte & Touche, LLP to provide administrative services related to the 2013 Community Development Block Grant- Disaster Recovery Assistance Award received by the U.S. Department of Housing and Urban Development.

Section 2. That Deloitte & Touche, LLP will render certain technical and professional services as described in and attached hereto as Exhibit 1 under the agreement.

Section 3. That the City will engage the services of Deloitte & Touche, LLP through the execution of work orders.

Section 4. That the first work order be executed as described in and attached hereto as Work Authorization Number 1 and Exhibit A.

Section 5. That the Interim City Manager of the City of Joplin, Missouri, is hereby authorized to execute said Agreement(s), or agreement(s) substantially similar in form, for and on behalf of the City of Joplin.

Section 6. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 16, 2014

ITEM: COUNCIL BILL NO. 2014-508
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule 1

Department Head: Leslie Haase LH	**Date:** 6-6-14
City Attorney: Peter Edwards PE	**Date:** 6/10/14
City Manager: Sam Anselm	**Date:** 6/10/14

INTRODUCTION:
This Council Bill amends the adopted 2013-2014 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. Certain operational supplies, disaster recovery, utilities and grants were unknown during the budget preparation.

This budget amendment increases expenditures by $2,583,700.

RECOMMENDATION:

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

COUNCIL BILL NO. 2014-508 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2013-248 on October 21, 2013, which estimated revenues and appropriated funds for the fiscal year 2013-2014, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing appropriations by the total amount of Two Million Five Hundred Eighty-Three Thousand Seven Hundred Dollars and No Cents ($2,583,700.00) for the purposes and amounts as shown in Schedule 1 attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

SCHEDULE 1

CITY OF JOPLIN
BUDGET AMENDMENT
2013-2014 ADOPTED BUDGET
6-Jun-14

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Council	001-0101-500-5015	Legal Fees		-	85,000
	City Council	001-0101-500-7030	Fees & Permits		-	8,000
	Human Resources	001-1204-500-1750	Pre-Employment Testing			2,500
	City Hall Maintenance	001-4504-520-4120	Building Repairs			5,000
	City Hall Maintenance	001-4504-540-8220	Operating Equipment			3,000
	Engineering	001-4505-520-5090	FEMA Cleanup Costs			65,000
	Police Patrol	001-5502-510-8220	Operating Equipment			15,000
	Police Investigations	001-5503-510-5050	Lab Services			1,000
	Police Jail Services	001-5507-510-5175	Commissary Products			6,000
	Police Jail Services	001-5507-510-7030	Fees & Permits			2,000
	Police Federal Grants	001-5507-510-2050	Operational Supplies			7,000
	Fire Administration	001-6001-510-5165	Auto-Aid Agreement			25,000
	Fire Operations	001-6002-510-5090	FEMA Cleanup Costs			438,000
	Fire Operations	001-6002-510-8010	Building Improvements			8,700
	Fire Operations	001-6002-510-8220	Operating Equipment			10,000
	Fire PS Tax	001-6075-510-3005	Electric Charges			7,000
	Fire PS Tax	001-6075-510-5090	FEMA Cleanup Costs			4,000
	Fire PS Tax	001-6075-510-8220	Operating Equipment			10,000
	PS Training Center	001-6275-510-3015	Telephone Charges			8,000
	PS Training Center	001-6275-510-6115	Educational Materials			5,500
	Cemetery	001-6540-560-8215	Rolling Stock			3,500
	Total General Fund			$	-	719,200
110	Health Fund					
	Health Administration	110-3501-550-5035	Property Tax Services	$	-	3,000
	Health Administration	110-3501-550-7131	Merchant Car Service Fee			3,000
	Total Health Fund			$	-	6,000
115	Parks & Recreation Fund					
	Parks Administration	115-6501-560-5035	Property Tax Services	$	-	3,000
	Parks Stadium	115-6530-560-1210	Regular-Seasonal			5,000
	Parks Maintenance	115-6532-560-2030	Maintenance Supplies			33,500
	Parks Maintenance	115-6532-560-5091	Tornado-Related Fees			75,000
	Total Parks & Recreation Fund			$	-	116,500
120	Solid Waste Management Fund					
	SWM	120-4510-540-5035	Property Tax Services	$	-	3,000
	SWM	120-4511-540-7405	City-wide Cleanup			30,000
	Total Solid Waste Management Fund			$	-	33,000
140	Transportation Sales Tax Fund					

	Street Maintenance	140-4520-540-4110	Utility Cut Repairs	$	-	300,000
	Total Transportation Sales Tax Fund			$	-	300,000
150	Community Development Fund					
	CDBG Projects	150-1502-570-7414	Sidewalk Replacement	$	-	200,000
	Home Consortium	150-1520-570-7403	HSTCDC			50,000
	Total Community Development Fund			$	-	250,000
160	Economic Development Fund					
	Economic Development	160-0586-500-7424	Master Developer Costs	$	-	500
	Total Economic Development Fund			$	-	500
305	Infrastructure Fund					
	Infrastructure	305-4550-530-8665	Stormwater Projects (State)	$	-	1,000,000
	Total Infrastructure Fund			$	-	1,000,000
410	Golf Course Fund					
	Golf Course Maintenance	410-6521-560-2605	Chemical Supplies	$	-	5,000
	Golf Course Maintenance	410-6521-560-4105	Property Repairs			3,000
	Golf Course Maintenance	410-6521-560-4210	Central Garage Repairs			8,000
	Total Golf Course Fund			$	-	16,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-5150	Collection Fee	$	-	3,000
	Billing & Collection	415-2002-540-5265	Maintenance Agreements			7,500
	Billing & Collection	415-2002-540-8315	Computer Equipment			5,000
	Wastewater Treatment	415-4541-540-9699	Engineering Transfer			50,000
	Total Sanitary Sewer Fund			$	-	65,500
505	Central Garage Fund					
	Central Garage	505-4570-520-4210	Central Garage Repairs	$	-	12,000
	Total Central Garage Fund			$	-	12,000
515	Liability Insurance Fund					
	Liability Insurance	515-7501-500-7140	Insurance Premiums	$	-	65,000
	Total Liability Insurance Fund			$	-	65,000
Grand Total				**$**	**-**	**2,583,700**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: COUNCIL BILL NO. 2014-608
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 6-10-14
Department Head:	Nick Heatherly	Date: 6/10/14
Finance Department:	Leslie Haase	Date: 6-10-14
City Attorney:	Peter Edwards	Date: 6/11/14
City Manager:	Sam Anselm	Date: 6/11/14

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on and emergency basis.

Summary: As part of our responsibility for our Commercial Service status at the Joplin Regional Airport we must maintain a FAA Part 139 Certification that guarantees users a specific level of standard for our facility. Part of that Certification is the ability to respond to an emergency situation. Currently we maintain that responsibility with an ARFF truck that is over 20 years old. While the existing unit is still allowing us to meet the requirements the FAA has determined that we need to upgrade to a new, more modern unit. The existing unit will become the backup unit.

FAA requires that bid specification meet a very narrow guideline for Grant eligibility. Airport Staff prepared a bid package and bids were opened on April 25, 2014. Rosenbauer Minnesota, LLC was the low bidder at $296,125.00.

Discussion: The FAA has issued this Airport Improvement Grant (AIP) for $281,218.00 for the acquisition of a new ARFF vehicle. The Grant amount is based on 95% of the truck bid cost. This Federal Grant is based on a 95/5 Federal/Local share. The Local Share will be approximately $14,907.00.

Recommendation: Staff recommends acceptance of the Grant by and between the City of Joplin and FAA for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

ORIGINAL

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	MAY 29 2014
Airport/Planning Area	Joplin Regional Airport
AIP Grant Number	**3-29-0037-031-2014**
DUNS Number	010649846

TO: **City of Joplin, Missouri**
(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 May 29, 2014, 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:

Acquire Aircraft Rescue and Fire Fighting Vehicle (Class III)

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 March 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 **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**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$281,318**. 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- for planning

   $281,318 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 **July 10, 2014**, 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.

COUNCIL BILL NO. 2014-608 **ORDINANCE NO.**

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on and emergency basis.

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 purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle 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 _____, 2014, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: COUNCIL BILL NO. 2014-609
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 6-10-14
Department Head:	Nick Heatherly	Date: 6/10/14
Finance Department:	Leslie Haase	Date: 6-10-14
City Attorney:	Peter Edwards	Date: 6/11/14
City Manager:	Sam Anselm	Date: 6/11/14

Recommended Action: Authorization to enter into a purchase agreement with Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on and emergency basis.

Summary: As part of our responsibility for our Commercial Service status at the Joplin Regional Airport we must maintain a FAA Part 139 Certification that guarantees users a specific level of standard for our facility. Part of that Certification is the ability to respond to an emergency situation. Currently we maintain that responsibility with an ARFF truck that is over 20 years old. While the existing unit is still allowing us to meet the requirements the FAA has determined that we need to upgrade to a new, more modern unit. The existing unit will become the backup unit.

FAA requires that bid specification meet a very narrow guideline for Grant eligibility. Airport Staff prepared a bid package and bids were opened on April 25, 2014. Rosenbauer Minnesota, LLC was the low bidder at $296,125.00. The unit will be an Airwolf Class 3 ARFF Vehicle. Due to the long duration of time to build the unit (300 days) the purchase will match the Grant timeline.

Discussion: The COJ/Airport will issue a Purchase Order for the ARFF truck based on the Bid Specification approved by the FAA. The FAA has issued an Airport Improvement Grant (AIP) for $281,218.00 for the acquisition of a new ARFF vehicle. The Federal Grant is based on a 95/5 Federal/Local share. The Local Share will be approximately $14,907.00.

Recommendation: Staff recommends approval of the purchase agreement by and between the City of Joplin and Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on an emergency basis due to the long duration of time (300 days) to build the unit.

rosenbauer

April 23, 2014

The City of Joplin/ Joplin Regional Airport
602 South Main Street
Joplin, MO 64801

Re: RFB: Acquire Airport Rescue & Firefighting (ARFF) Vehicle

Airport Administration,

Rosenbauer Minnesota, LLC, a division of Rosenbauer America, would like to thank you for the opportunity to bid on your new ARFF vehicle requirements. Your requirements have been carefully reviewed by our sales and engineering staff in order to prepare accurate and competitive estimates of labor and engineering costs, bills of materials and detailed specifications. These detailed specifications have been written to meet your bid specifications as well as comply with NFPA 414 and FAA AC 150/5220-10E.

The apparatus we propose to furnish shall be manufactured with new and unused components only and in accordance with the enclosed Rosenbauer specifications after proper execution of a contract.

One (1) Rosenbauer Airwolf Class 3 ARFF vehicle **Base Price: $296,125.00**

The price proposed does not include any sales or other local use tax.

Delivery: within 330 days after receipt of purchase order from The Joplin Regional Airport.

F.O.B. – The City of Joplin/ Joplin Regional Airport

The amount named in this proposal shall remain firm for a period of 90 calendar days from date of bid.

Respectfully Submitted,

J. Steven Reedy

Vice President/ General Manager

COUNCIL BILL NO. 2014-609 **ORDINANCE NO.**

AN ORDINANCE Authorization to enter into a purchase agreement with Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport on and emergency basis..

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 Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle 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 truck will take 300 days to build, and as a result, an emergency exists in order for this truck to be operational so the City can meet its grant eligibility obligations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: COUNCIL BILL NO. 2014-610
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 6-10-14
Department Head:	Nick Heatherly	Date: 6/10/14
Finance Department:	Leslie Haase	Date: 6-10-14
City Attorney:	Peter Edwards	Date: 6/11/14
City Manager:	Sam Anselm	Date: 6/11/14

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport on and emergency basis.

Summary: In December 2013 the Joplin Regional Airport completed the initial RSAT project for Taxiway "D" Phase 1A. The FAA had directed the Airport to design and construct a connecting taxiway at the approach end of Runway 36 as part of the mitigation of the complex intersection issue. This intersection has been the focus of the Federal Runway Safety Team program (RSAT) due to the potential of "wrong runway takeoff" of departing traffic. This project also started the realignment of Taxiway D to meet the current airfield geometry requirements.

The engineering firm of Garver, LLC was selected to design the project and Council approved that contract in February of 2013. Garver then designed and bid the project on May 1, 2014. The bid price along with the associated project cost was submitted to FAA in order to calculate the total project cost for the Grant.

Discussion: The FAA has issued this Airport Improvement Grant (AIP) for $3,517,032.00 for the construction of the Taxiway "D" Phase 1B project. The Grant amount is based on 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 $185,107.00.

Recommendation: Staff recommends acceptance of the Grant by and between the City of Joplin and FAA for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport on an emergency basis to meet the FAA timeline.

COUNCIL BILL NO. 2014-610 **ORDINANCE NO.**

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport on and emergency basis.

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 construction of Taxiway "D" Phase 1B 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 _____, 2014, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: COUNCIL BILL NO. 2014-611
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 6-10-14
Department Head:	Nick Heatherly	Date: 6/10/14
Finance Department:	Leslie Haase	Date: 6-10-14
City Attorney:	Peter Edwards	Date: 6/11/14
City Manager:	Sam Anselm	Date: 6/11/14

Recommended Action: Approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Taxiway "D" Phase 1B at the Joplin Regional Airport on an emergency basis.

Background: In December 2013 the Joplin Regional Airport completed the initial RSAT project for Taxiway "D" Phase 1A. The FAA had directed the Airport to design and construct a connecting taxiway at the approach end of Runway 36 as part of the mitigation of the complex intersection issue. This intersection has been the focus of the Federal Runway Safety Team program (RSAT) due to the potential of "wrong runway takeoff" of departing traffic. This project also started the realignment of Taxiway D to meet the current airfield geometry requirements.

The engineering firm of Garver, LLC was selected to design the project and Council approved that contract in February of 2013. Garver then designed and bid the project on May 1, 2014. APAC was the low bidder on the project. Garver reviewed the bids and recommended award of the contract APAC. FAA concurred.

Discussion: The FAA has issued a Grant for the project and all the cost for this construction agreement will be paid from the Grant based on a 95/5 Federal/Local share. This contract amount is $3,180,318.69. The Local Share will be approximately $159,016.00 to be paid from the Airport fund.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and APAC for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport on an emergency basis to meet the construction timeline.

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, by and between APAC-MISSOURI, INC. a Corporation organized and existing under the laws of the State of Delaware hereinafter called the "Contractor", and the City of Joplin, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **JLN RSAT Airfield Improvements – Phase 1B** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the General Provisions entitled.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within One hundred seventy (170) consecutive calendar days thereafter (except as modified in accordance with the General Provisions of these Contract Documents). Seven (7) consecutive additional calendar days will be allowed for the Additive Alternate, if awarded. The Additive Alternate contract time will begin when Runway 13-31 is closed. Liquidated damages will be assessed if the additive alternate work is not completed in the time specified, regardless of the number Base Bid calendar days remaining. If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in Special Provisions of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

a. Executed Agreement
b. Addenda (if any)
c. Advertisement for Bids
d. Instructions to Bidders
e. Proposal
f. Statement of Bidder's Qualifications
g. List of Proposed Subcontractors
h. Performance and Payment Bonds
i. General Provisions
j. Special Provisions
k. Supplemental Specifications
l. Technical Specifications
m. Drawings
n. Certificates of Insurance and Insurance Policies
o. Third Party Insurance

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

The Contractor understands and agrees all certifications made by the Contractor within their original Proposal apply under this AGREEMENT as if full written herein.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Missouri, and shall comply with applicable Missouri laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

APAC-MISSOURI, INC.
(Contractor)

ATTEST: Shelly Sanders — By Shawn A Riley
Shelly Sanders

Shawn A. Riley, Vice President
Title:

190 NW 251st Road
(Street)

Clinton, Mo 64735
(City)

(Owner)

ATTEST:_____ By _____

_____ Title:_____
(Print the names underneath all signatures)

010700 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, APAC - MISSOURI, INC.

as Principal, hereinafter called "Principal", and FEDERAL INSURANCE COMPANY

, State of NEW JERSEY, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Joplin, Joplin, Missouri, as Obligee, hereinafter called "Owner", in the amount of:

THREE MILLION THREE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED THIRTY NINE AND 69/100

Dollars ($3,318,639.69),

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the _____ day of _____, 20___, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

"JLN RSAT Airfield Improvements – Phase 1B"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

Executed on this _____ day of _____, 20___.

SEAL

APAC - MISSOURI, INC.

Principal

By _____

Signature

Shawn A. Riley, Vice President

By _____

Print Name and Title

SEAL

FEDERAL INSURANCE COMPANY

Surety

By _____

Attorney-In-Fact - Signature

By TINA DAVIS, ATTORNEY-IN-FACT

Attorney-In-Fact - Print Name and Title

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

COUNCIL BILL NO. 2014-611 **ORDINANCE NO.**

AN ORDINANCE Approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Taxiway "D" Phase 1B at the Joplin Regional Airport on an emergency basis

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 APAC-Missouri, Inc. for the construction of a Taxiway "D" Phase 1B 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. This will allow the project to meet the construction timeline to complete before winter.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: COUNCIL BILL NO. 2014-612
Originating Department: PUBLIC WORKS - AIRPORT

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

Airport Manager:	Steve Stockam	Date: 6-10-14
Department Head:	Nick Heatherly	Date: 6/10/14
Finance Department:	Leslie Haase	Date: 6-10-14
City Attorney:	Peter Edwards	Date: 6/11/14
City Manager:	Sam Anselm	Date: 6/11/14

Recommended Action: Approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Taxiway "D" Phase 1B construction at the Joplin Regional Airport on an emergency basis.

Summary: In December 2013 the Joplin Regional Airport completed the initial RSAT project for Taxiway "D" Phase 1A. The FAA had directed the Airport to design and construct a connecting taxiway at the approach end of Runway 36 as part of the mitigation of the complex intersection issue. This project also started the realignment of Taxiway D to meet the current airfield geometry requirements.

The engineering firm of Garver, LLC was selected to design the project and Council approved that contract in February of 2013. Garver then designed and bid the project on behalf of the Joplin Regional Airport on May 1, 2014. APAC was the low bidder on the project. Garver reviewed the bids and recommended award of the contract to APAC.

This agreement is an amendment to the original design contract and will include construction observation, contract administration, closeout services, and Airport Diagram updates. Federally funded projects do not allow us to operate on estimates and we could not know what the scope of the observation services were until the project had been designed and approved by FAA.

Discussion: The FAA has issued a Grant for the project and all the cost for this agreement will be paid from the Grant based on a 95/5 Federal/Local share. This original contract involving the design of the Taxiway "D" Phase 1B Project was for $129,700 with this amendment adding and additional $246,900. The Local Share will be approximately $12,345.

Recommendation: Staff recommends approval of the agreement by and between the City of Joplin and Garver, LLC for the construction observation services of Taxiway "D" Phase 1B at the Joplin Regional Airport on an emergency basis to meet the construction timeline.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF JOPLIN
JOPLIN, MO
Project No. 13041413

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3, shall amend the original contract between the City of Joplin (Client) and GARVER, LLC (Garver), dated February 22, 2013 referred to in the following paragraphs as the Original Agreement.

This Contract Amendment No. 3 adds/modifies professional engineering and surveying services for the following improvements:

Reconfigure the taxiway alignments in the vicinity of the Runway 36 threshold to comply with FAA RSAT requirements.

The original contract is hereby modified as follows:

SECTION 3 – PAYMENT

Section 3 of the Original Agreement is hereby amended as follows:

The table below presents a summary of the fee amounts and fee types added by this Contract Amendment No. 3 and does not incorporate previously agreed upon totals from the Original Agreement.

WORK DESCRIPTION	AMENDMENT 3 FEE AMOUNT	FEE TYPE
PHASE 1B		
Construction Phase Services	$204,700	Cost + FF
Subconsultant Contract Administration	$3,100	Lump Sum
Construction Materials Testing	$28,800	Cost
Closeout Services	$4,600	Lump Sum
Marking & Signage Plan Update	$3,500	Lump Sum
Airport Diagram Update	$2,200	Lump Sum
TOTAL FEE	$ 246,900	

Construction Phase Services:
The Client will pay Garver, for time spent on the project, at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 187.57 percent of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of $14,346.76. Estimated cost of these services, including the fixed fee is $204,700. The actual total fee may exceed this estimate if approved by the Airport Manager. For informational

purposes, a breakdown of Garver's estimated costs is included in Appendix 3-B with approximate current hourly rates for each employee classification.

As allowed under 48 CFR Part 31, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Construction Materials Testing:
The Client will pay Garver an amount submitted by a subconsultant. The fee for Construction Materials Testing has been negotiated with Palmerton & Parrish, Inc, as a subconsultant to Garver, and is estimated to be $28,800.

Lump Sum Services:
For the Subconsultant Contract Administration, Closeout Services, Marking & Signage Plan Update, and Airport Diagram Update, the total lump sum amount to be paid under this agreement is $13,400. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix 3-B with approximate current hourly rates for each employee classification.

APPENDIX A – SCOPE OF SERVICES

Appendix A of the Original Agreement is hereby amended as follows:

2.6 Construction Phase Services

2.6.1 Construction Phase & Closeout Services – Phase 1A

During the construction phase of work, Garver will accomplish the following:

1. Prior to issuing the Notice to Proceed letter, Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction administration and observation personnel, qualifications of these personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.
2. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
3. Garver will submit part 77 aeronautical studies when requested by the Contractor.
4. Attend an estimated six progress/coordination meetings with the Client /Contractor. At these meetings the Project Manager and Project Engineer shall attend. It is anticipated that the Electrical Engineer shall attend two of these meetings.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents including compliance with Buy American provisions and AC 150/5345-53D where applicable. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials,

systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

6. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Client such periodic reports and information as may be required by the FAA.
7. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
8. Prepare and submit notification to the FAA regarding Strategic Events and coordination of facility shutdowns and startups.
9. In accordance with the requirements of FAA AC 150/5370-12, review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and make a recommendation to the Client regarding payment. Documentation to support the payment requests will be collected and recorded. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
10. Assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements.
11. Assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.
12. Maintain a set of working drawings and prepare and furnish record drawings. Two hard copy sets of drawings and one electronic copy will be provided to the Client.
13. Provide competent technical supervision via full-time resident construction observation services for the 177-calendar-day construction contract performance time. The proposed fee is based on approximately 50 hours per week, during the construction contract performance time for the full-time resident construction observer plus an additional 50 hours each for preconstruction setup and project closeout. In addition, secondary construction observation support shall be provided during critical periods of work and is estimated to be 80 hours for the project. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
14. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. Evaluation of change order will include a price/cost analysis and engineer's estimate of probable costs. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
15. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.
16. Prepare a final construction report consisting of the following items:
    - Narrative of Work Accomplished
    - Summary of Key Milestones
    - Contract Time
    - Project Costs
    - Summary of DBE Utilization and Labor Provisions
    - Buy American Provisions
    - Airfield Lighting Equipment

- Construction Material Testing and Acceptance
- Final Inspection Report/Record of Completion
- Project Photographs

All closeout documentation will be submitted within 90 days of the final payment to the contractor.

17. Garver will strive to minimize charged time to that necessary to provide adequate assurance the contractor conforms to the approved contract documents.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Conduct safety meetings with the contractor at the start and end of each week's operations and immediately prior to the transition between phases.
- Coordinate with the firm providing construction materials quality assurance testing under subcontract with Garver. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the client after project completion.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office on a monthly basis.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary to be submitted to the FAA at the completion of the project. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the Davis Bacon wage rates. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated work place.
- Assist the Client in monitoring utilization and performance of DBE contractors. Garver will provide general oversight of any obvious or suspicious instance of DBE fraud.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the

observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

As a minimum, Garver's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

2.6.2 Construction Materials Testing – Phase 1B

Through a subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications. Testing shall be performed in an accredited lab by an accredited firm.

2.6.3 Marking & Signage Plan Update

Based on the results of the project and incorporation of existing information obtained from the Client, Garver will update the airport's existing Part 139 Marking & Signage Plan. This document will be based on the existing document that will be provided by the Client and will conform to Part 139 requirements. The updated plan shall be submitted to the airport's Part 139 inspector prior to reopening the pavement at the completion of the project.

2.6.4 Airport Diagram Update

The airport's airport diagram will be updated and submitted to the National Flight Data Center (NFDC) for inclusion in the aeronautical charts.

APPENDIX D – MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

Appendix D of the Original Agreement is hereby amended as follows:

11. BAN OF TEXTING WHEN DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving and DOT Order 3902.10 "Text Messaging While Driving", FAA encourages recipients of Federal grant funds to adopt and enforce safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. Contractor must include these policies in each third party subcontract involved in this project.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and Garver have executed this Contract Amendment No. 3 effective as of the date last written below.

OWNER	ENGINEER
CITY OF JOPLIN	**GARVER, LLC**
By: _____	By: _____ Digitally Signed 2014-06-03 11:22-05:00
Name: _____	Name: Michael J. Griffin
Title: _____	Title: Senior Vice President
Date: _____	Date: _____
ATTEST: _____	ATTEST: _____ 2014.06.03 13:35:15-05'00'

COUNCIL BILL NO. 2014-612 **ORDINANCE NO.**

AN ORDINANCE Approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Construction Services for a Taxiway "D" Phase 1B 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 Garver, LLC for engineering construction services 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. This will allow the construction to be completed before the winter.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

SECOND &THIRD READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: Council Bill No. 2014-147
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit A – Legal Description
2) Exhibit B – EEZ Tax Abatement Guidelines
3) Council Bill 2014-147

Planning and C.D. Director: Troy Bolander T. B.	Date: 6-11-14
Interim City Attorney: Peter Edwards PE	Date: 6/11/14
Interim City Manager: Sam Anselm	Date: 6/11/14
Finance Director: Leslie Jones LH	Date: 6-11-14

INTRODUCTION:
The following council bill pertains to a request by Turbo Supply Inc. for the abatement of ad valorem taxes on an existing building (7501 E. 26th St.) they are relocating to in the Joplin Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Turbo Supply, Inc. is a re-manufacturer of turbo-charges for all types of engines, including, on and off highway. They currently remanufacture turbo-chargers for Class 8 trucks, industrial equipment and generators. Class 8 trucks typically includes anything with a gross vehicle weight rating of 33,000 lbs. or more. For reference, this includes vehicles such as commercial dump trucks and tractor trailer trucks.

Turbo Supply is an existing business that is in the process of expanding due to continued growth and increased sales. The company is currently located at 2237 S. Outer Rd. just south of the Range Line Rd. and I-44 interchange. As a result of their growth, the business is looking for a larger facility to base their operations. They have also looked in other areas including Southeast Kansas and Northeast Oklahoma. The company currently has 81 employees and is expecting to create 25 new jobs in the next 2 years. An additional 45 jobs will be created in the next 5 to 7 years for a total of 70 new jobs. The company is purchasing a spec building (JBIDC Spec Building on E. 26th St. that is currently used by the Joplin School District) in the Joplin Crossroads Industrial Park to accommodate their existing business and planned expansion.

Turbo Supply projects they will create a minimum of 25 jobs within two years. The jobs will include office personnel and machinists. The average annual wage of all the jobs that will move to that location, including, the 25 new jobs that will be created in two years is approximately $37,000. The estimated capital investment by the company into the facility will be approximately $3.2 million.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Turbo Supply's ad valorem taxes on the existing building be abated at 80% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Turbo Supply that

they will pay an average wage of $37,000 per job which is approximately 107% of the county average wage ($34,648). The company will create a minimum of 25 jobs within two years and provide employee benefits.

RECOMMENDATION:

Staff recommends approval of the Council Bill 2014-147.

EXHIBIT A

A tract of land located in Section 15, Township 27 North, Range 32 West in Jasper County, Missouri. Being described more fully as follows:

Commencing at the Northeast Corner of said Section 15;
Thence S00°55'24"W a distance of 1317.22 feet along the East line of said Section 15;
Thence S89°56'14"W a distance of 1576.83 feet;
Thence S14°28'48"E a distance of 478.78 feet to the Point of Beginning;
Thence S14°28'48"E a distance of 74.08 feet;
Thence S00°54'45"W a distance of 694.99 feet to the North Right-of-Way line of Alliance Parkway;
Thence Southwesterly along a non-tangent curve to the left having a radius of 380.00 feet and a central angle of 30°30'57", an arc distance of 202.39 feet (chord=S75°40'31"W, 199.97 feet) along said Right-of-Way line;
Thence Southwesterly along a tangent curve to the right having a radius of 220.00 feet and a central angle of 29°42'30", an arc distance of 114.07 feet (chord=S75°16'26"W, 112.80 feet) along said Right-of-Way line;
Thence N89°52'19"W a distance of 227.25 feet along said Right-of-Way line;
Thence Northwesterly along a non-tangent curve to the left having a radius of 100.00 feet and a central angle of 65°34'19", an arc distance of 114.45 feet (chord=N56°14'10"W, 108.30 feet) along said Right-of-Way line;
Thence N00°54'45"E a distance of 823.09 feet;
Thence S86°17'19"E a distance of 600.83 feet to the Point of Beginning.

Except any part taken for Easements, Reservations or Road Right-of-Ways if any.

Containing 11.88 Acres (517,502.8 Square Feet) more or less.

17.25
12.75 PP
30 Ck

See Env

ABBEY
US Bank
Joplin, MO Office

JOPLIN missouri
Central. Connected. Capable

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2014-147 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue a partial abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7501 E. 26th St.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of manufacturing, machining and assembly.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes on an existing building, including, improvements made on property located at 7501 E. 26th St. more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of seventy-percent (80%) commencing January 1, 2015 and continuing to and ending after December 31, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Turbo Supply, Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the building was purchased and improvements made in order to receive the abatement benefit.

Section 4. That Turbo Supply, Inc. has twenty-four months beginning January 1, 2015 to create 25 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 16, 2014

COUNCIL BILL 2014-613
ORIGINATING DEPARTMENT: POLICE DEPARTMENT
ATTACHMENT: COUNCIL BILL 2014-613; COPY OF VIRTUAL CONSOLIDATION AGREEMENT BETWEEN THE CITY OF JOPLIN MISSOURI AND THE JASPER COUNTY 911 EMERGENCY SERVICES BOARD

Department Head: Jason B. Burns	**Date:** 6/9/14
City Manager: Samuel L. Anselm	**Date:** 6/10/14
City Attorney: Peter Edwards PE	**Date:** 6/9/14
Finance: Leslie Haase LH	**Date:** 6-10-14

INTRODUCTION:

This Council Bill approves an agreement for virtual consolidation of public safety answering points operated by the City of Joplin Missouri and the Jasper County 911 Emergency Services Board.

DISCUSSION:

This agreement will provide a necessary ingredient for a successful relationship wherein the commitment of interoperability of public safety services be made between the City of Joplin Missouri and the Jasper County 911 Emergency Services Board. The agreement protects all parties' interests/investments, delineates responsibilities, and the requirement for dependability/predictability that the virtual consolidation of centers will endure.

RECOMMENDATION:

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

COUNCIL BILL NO. 2014-613 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement for virtual consolidation of public safety answering points by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, in 2013 the City of Joplin approved a shared-cost agreement between the City and the Jasper County Emergency Services Board for improved fiber optic cable connections provided by AT&T as an initial step in making the dispatch centers of the two entities more interactive; and

WHEREAS, this proposed Agreement sets forth the information technology requirements for each entity to incorporate and maintain so that the two (2) entities can take a further step in consolidating their respective dispatch centers in reliance on the other.

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

Section 1. That the Agreement for Virtual Consolidation between Public Safety Answering Points by and between the City of Joplin, Missouri, and the Jasper County Emergency Services Board, a true and accurate copy of the same being 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 on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

JOINT POWERS ACT AGREEMENT FOR VIRTUAL CONSOLIDATION OF PUBLIC SAFETY ANSWERING POINTS OPERATED BY THE CITY OF JOPLIN MISSOURI AND THE JASPER COUNTY 911 EMERGENCY SERVICES BOARD AND THE EVENTUAL PHYSICAL CONSOLIDATION (Draft submitted 08-22-13)

I. PARTIES

The Parties to this Agreement are the City of Joplin, a Home Rule Charter City whose offices are located at 602 South Main, Joplin Missouri 64801 and herein after referred to as the "City" and the Jasper County Emergency Services Board, located at 13870 Dispatch Lane Carthage Missouri 64836 and hereinafter referred to as the "Board", and also may be referred jointly as the "Parties".

II. RECITALS

Whereas, the both the City and the Board operate 911 Public Answering Points (PSAPS); and

Whereas, the City and Board have been exploring potential consolidation of their emergency 911 dispatch services, and

Whereas, technical studies conducted by both the City and the Board have determined that a "virtual" consolidation of equipment, hardware and software capabilities can best be achieved prior to the actual physical consolidation of facilities at a single physical site, and

Whereas, the City and the Board have determined that this "Virtual" consolidation of PSAP's will have considerable advantages and benefits for both the City and the Board for back up capabilities and mutual assistance, and economies of scale that will benefit the taxpayers, and

Whereas, the City and the Board have already entered into a shared cost agreement with American Telephone and Telegraph Corporation (AT&T) to provide a high grade fiber optic connection between the City's and the Board's PSAPS (hereinafter referred to as the "ATT Agreement", and

Whereas, the Parties have entered into this "Virtual" Consolidation Agreement in the spirit of mutual cooperation encouraged by Article VI s 16 of the Missouri Constitution and the Joint Powers Acts 70.201 RSMo et seq. with the intent that this "Virtual" Consolidation Agreement is only the necessary first step to the ultimate goal of full physical consolidation of the 911 centers;

Wherefore the Parties have entered in the following Agreement and understandings.

III. ABBREVIATIONS AND ACRONYMS

A. "ATT Agreement" shall hereinafter refer to a shared cost agreement between the Parties with American Telephone and Telegraph Corporation (AT&T) for a high grade fiber optic connection between the City's and the Board's PSAPS.

B. "CJIS" shall hereinafter refer to the Criminal Justice Information System.

C. "CAD" shall hereinafter refer to Computer Aided Dispatch systems.

D. "CPE" shall hereinafter refer to the Customer Premise Equipment.

E. "NeoTech" shall hereinafter refer to as the NeoTech Solutions Inc. a Joplin Missouri based Informational Technical Services and Networking firm.

F. "PSAP" shall hereinafter refer to any applicable "Public Safety Answering Point" which serves as the initial answering location for a 911 call or other calls for assistance.

G. "TCS" shall hereinafter refer to the Telecommunication Systems, Inc the primary supplier of telecommunications equipment for the virtual consolidation of the City and Board's E-911 centers.

H. "UPS" shall hereinafter refer to the requirements for an Uninterruptible Power Supply

I. "USB" shall hereinafter refer to any Universal Serial Bus cable connecting any two electronic devices so that the devices can communicate to one another.

J. "VLAN" shall hereinafter refer to a Virtual Local Area Network which maps the location of workstations by application or use (as opposed to mere geographic location) so that workstations, load balancing, and bandwidth allocation can be more efficiently managed.

IV. PURCHASE OF REQUISITE EQUIPMENT AND SOFTWARE TO IMPLEMENT THIS AGREEMENT

A. Purchase of Requisite Equipment and Software; Inventory of Equipment to be Part of this Agreement: Each party, the City and the Board, shall be required to purchase its own equipment and software that the relevant engineering studies have determined to be necessary to implement this Agreement. An Inventory of the Equipment used or acquired by each Party to implement this Agreement shall be made and maintained by each Party and said inventories are hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

B. Retention of Title to Equipment; Disposition Upon Replacement: Title to any equipment or software purchased by either Party to this Agreement when purchased to implement this Agreement shall remain with that Party and upon replacement whether for purposes of upgrade or for depreciation of useful life purposes may be disposed of by that Party in accordance with that Party's own policies and procedures relating to the disposition of public property.

C. Adequate Insurance for Equipment: Each Party shall be responsible for obtaining adequate "replacement value" (not market value) insurance coverage of the equipment subject to this Agreement. Summary Certificates of Insurance showing the amount of coverage for the equipment shall be exchanged by the Parties prior to the execution of this Agreement and said Certificates of Insurance are hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

V. SECURITY MEASURES

A. CJIS and HIPAA Security Procedures: Both the City and the Board shall comply with all applicable CJIS policies, contracts and regulations and the HIPAA Security regulations.

B. Control of Access to the Premises: In order to adequately protect radio, CPE, and ancillary and data base maintenance records, each Party shall adopt access control procedures to its own premises that are satisfactory and approved by the other Party.

C. No Non-Party Integration into the CPE: No entity or person who is not a Party to this Agreement shall be permitted by either Party to integrate any non- Party's hardware device or software into either Party's CPE or work stations.

D. No integration of any Hardware Device or Software without the Advance Written Permission of the Other Party: Neither Party shall permit or make any integration of any hardware device or software into the "Virtual" Consolidation System contemplated by this Agreement without the advance written permission of the other Party.

E. Login Access Control; Legitimate Uses Only; Personal Use Strictly prohibited: Each Party shall insure that no person shall have access to CPE or customer premise information unless such a person has official authorization and legal eligibility to receive, store, process and or transmit such customer premise information and each Party shall further insure that such person or persons having said authorization shall have a unique login identification code and shall not be logged in into such CPE without prior documentation and recordation that the intended use of such information shall be only for legitimate and legally authorized uses. Personal use or access to USB ports on either Party's CPE or servers shall be strictly prohibited.

F. Failure to Comply with Security Measures to Constitute a Material Breach: Failure of either Party to comply with any of the Security Measure delineated in this Section of the Agreement (V. Security Measures A. through E. Supra) may be deemed by the offended Party to be a

material breach of the Agreement justifying either seeking injunctive relief or rescission of the Agreement as that Party may deem to be necessary and desirable, in lieu of the Alternative Dispute Resolution procedure provided in Section XII below.

VI. MAINTENANCE

A. Cooperative Preventive Maintenance: Neotech Solutions Inc. at the Board's physical site and the City's IS Department at the City's physical site shall be required by both Parties to work cooperatively on requisite preventive maintenance to insure that all equipment and soft ware are functioning properly.

B. Advance Notice of Maintenance Activities: Each party shall give the other Party as much of an advance notice as possible (preferably at least 24 hour advance notice) of any maintenance and scheduled down times to the other Party. Such advance notice of maintenance activities shall specify what systems are likely to be affected by the maintenance activity such as, by way of example only with no implied exclusion of the unstated: down time on any servers or any other equipment related to the receipt or processing of 911 calls, CAD, back up radios, commercial electricity power and or back up electric generators.

C. Immediate Emergency Notification Mandatory: If either Party experiences any system failures, significant unsolved maintenance problems, or any unforeseen emergency that compromises or would or could potentially compromise (by way of example only with no implied exclusion of the unstated) any servers or any other equipment related to the receipt or processing of 911 calls, CAD, back up radios, commercial electricity power and or back up electric generators, then that Party shall immediately notify the other Party by whatever means that is the most expeditious as possible. Failure by either Party to make this mandatory emergency notification to the other Party may be deemed by the offended non-notified Party to be a material breach of this Agreement with the applicable remedies provided for herein (see Alternative Dispute Resolution procedure provided in Section XII below. The precise conditions, methods, and reporting of maintenance problems and compromised trouble reporting shall be governed by the Board's Standard Operating Procedure related thereto and which is hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

D. Neotech and TCS Access to Servers and Other Equipment: Although Neotech Solutions will be working primarily at the Board's physical site and the City's IS Department will be working primarily at the City's physical site per "A. Cooperative Preventive Maintenance" cited supra, Neotech and TCS shall be granted access by either Party twenty four (24) hours a day seven days a week, three hundred and sixty five days a year to either site to access the servers and other related equipment for monitoring and maintenance.

E. Networks for the Virtual Consolidated System to be Kept Independent to Avoid Interference Problems: Servers that rely on the Board's network shall be monitored twenty four (24) hours a day seven days a week, three hundred and sixty five days a year by Neotech.

Servers and E-911 equipment installed at the City's facility for purposes of this "virtual" consolidation shall be on a separate VLAN and kept completely independent and apart from the City's other networks in order to avoid any interference with the virtual consolidated E-911 system.

F. Safety and Redundancy to be Built into the Virtual Consolidated System; Engineering Technical Manual Incorporated by Reference: In order to implement the contemplated Virtual Consolidated System and to build in safety and reliability into that System, all 911 calls shall be routed through the Party's separately owned but jointly coordinated servers and equipment. Additionally, in order to achieve greater redundancy, safety and reliability, administrate calls into the City's PSAP shall be routed through the City's newly acquired TCS workstations acquired per this Agreement. Precise routing of calls, how to handle misrouted calls, error logs, and corrections of log information shall be governed by an Engineering Technical Manual which is hereby incorporated into this Agreement by reference and is hereby mad a part of this Agreement as if fully set out herein as if fully set out herein.

VII. SUPPLIES

The City and the Board shall purchase and maintain at each Party's own expense at all times adequate supplies and materials necessary to implement this Agreement and to keep their respective equipment at all times fully operational and efficiently used except for the downtime for maintenance activities as provided for in section "VI Maintenance" supra.

VIII. MANDATORY TRAINING ON TCS EQUIPMENT

Both the City and the Board shall take all necessary measures to insure that all relevant members of their respective personnel shall be fully trained on the use and efficient operation of any and all TCS equipment being used to implement this Agreement.

IX. MAINTENANCE OF TCS WARRANTIES

Both the City and the Board shall take all necessary measures to insure that any interfacing standards with existing equipment, that environmental conditions in their respective facilities and that any and all other necessary measures are taken so as not to compromise in any way the express and implied warranties on the TCS equipment that is the subject of this Agreement.

X. SPACE ALLOCATION NOT TO RESULT IN RENT CHARGES

Both the City and the Board shall allocate sufficient space within their respective facilities necessary to implement this Agreement and to accommodate the TCS installed equipment and workstations. However, said allocation of space and facilities shall not result in any liability for rent, utilities or other space allocation fees or costs to be charged to the other Party and therefore each Party shall be solely responsible for paying for its own facility costs and expenses related to this Agreement.

XI. REQUISITE "ATT" FIBER OPTIC CABLE AGREEMENT TO BE MAINTAINED IN EFFECT

A. "ATT Fiber Optic Cable Agreement" Incorporated by Reference: The Parties have mutually determined that the current shared cost agreement with American Telephone and Telegraph Corporation (AT&T) for a high grade fiber optic connection between the City's and the Board's PSAPS is a material component for interfacing between the City's and Board's two systems, and this is in turn necessary for the success of this Agreement.

B. Parties to Maintain "ATT Agreement" in Effect and to Seek Necessary Extensions Thereof Subject to Appropriations: The Parties recognize the essential nature of the ATT Agreement to implement and maintain this Agreement, and each party agrees to make an effort to fund the ATT Agreement and any extensions thereto, subject annual appropriations being approved by the parties' governing bodies and subject to the parties respective termination rights pursuant to the any other agreements related to the "ATT Agreement" and the parties' shared cost agreement.

XII. MISCELLANEOUS OPERATIONAL REQUIREMENTS

A. Coordinated Disaster Response: Both the City and the Board shall maintain a Coordinated Disaster Response Plan that shall address what steps or procedures should be taken by each Party in the case of natural disasters or sizeable multiple injury emergencies or other disasters so that the Parties can serve as a virtually consolidated resource management center and more specifically what procedures should be followed if either or both Party's systems are compromised or eliminated by a natural disaster.

B. Coordinated Planning and Equipment Acquisition and Installation: Both the City and Board, in order to avoid wasteful duplication or inoperability problems, shall plan and coordinate the acquisition and installation of all 911 related equipment.

C. Mandatory Testing of Equipment; Record Keeping: In order to insure proper functioning of equipment and to insure adequate user familiarity with the requisite equipment, both the City and Board shall conduct mandatory tests of all 911 equipment and ancillary equipment no less than at least once a month. Each Party shall also power cycle all 911 equipment at least once a week. Each Party shall be responsible for documenting that these tests have been conducted and either Party may inspect the records of the other Party relating to these mandatory tests to insure compliance with this subparagraph.

D. City Not to Make Changes to Hardware or Software without Prior Written Permission: The City shall not make any changes or modifications whatsoever to any configuration software or hardware provided by the Board to the City pursuant to this Agreement without the prior written permission of the Board's administration, other than adding user personnel and or editing the auto-dial features of the system.

E. Mandatory Use and Maintenance of the CAD to CAD Interface: In order to insure the highest possible quality, efficiency and effectiveness in the communications between each Party's PSAP, the Parties shall use the CAD to CAD interface when sending calls to and from each Party's PSAP.

F. Each Party To Grant Ready Access to Radio Technicians: Each Party shall permit ready access by qualified radio technicians to radios installed at each Party's PSAP that have been installed for back up purposes and for when advisable or necessary dispatching purposes in order to implement this Agreement.

G. Mandatory Maintenance of Uninterrupted Power Supply "UPS": In order to insure at all times an uninterrupted power supply both Party's relevant equipment shall reside on a fully functioning and operational UPS bypass switch that shall enable power supplies to transfer over to an adequate generator that shall in turn maintain a constant and adequate power supply in the event of any power disruption.

XIII. ALTERNATIVE DISPUTE RESOLUTION MEDIATION TO BE FOLLOWED BY BINDING ARBITRATION

The parties agree that any controversy or claim arising out of or relating to this Agreement or alleged breach thereof shall be submitted to mediation and to a mediator agreed to by the parties. If mediation does not resolve the dispute, venue shall lie exclusively in the Circuit Court of Jasper County, Missouri. Missouri law shall apply to this Agreement.

XIV. THIS AGREEMENT TO BE THE SOLE DOCUMENT EXCEPT FOR THOSE DOCUMENTS THAT HAVE ALREADY BEEN SPECIFICALLY INCORPORATED BY REFERENCE; AMENDMENTS TO BE IN WRITING AND MUTUALLY EXECUTED

The Parties intend that this Agreement be the sole Agreement between the Parties and that no other documents or understandings are to be hereby in any way incorporated by reference unless the Agreement has otherwise specifically done so. This Agreement may be amended only in writing, mutually executed by authorized persons for each Party, and only after adoption of said amendments by requisite Resolution (the Board) or Ordinance (the City) of the governing Board or Council for each Party respectively.

XV. EFFECTIVE DATE TERM, TERMINATION PROCEDURES,

A. Effective Date to be Upon Adoption by City as an Ordinance: Since there is a line of case law that says that municipalities can act only through ordinances, the date of adoption of this Agreement as a municipal ordinance by the City shall be the effective date of this Agreement.

B. Term: The Term of this Agreement shall be 36 months from the date of Formal Adoption by the City by means of an Ordinance for reasons described herein.

C. Notice of Termination Procedures: This Agreement may be terminated with or without cause by an authorized official of a Party by giving one hundred and eighty days advance written notice sent by certified mail to the official address of the other Party. Notice of Rescission for breach of a security measure may be made upon a thirty day advance written notice (See section V.E SECURITY MEASURES, Material Breach) supra) .

D. Automatic Extension of the Agreement: In the third year of the Term for this Agreement, if neither Party gives written notice to terminate this Agreement at least within one hundred days prior to the end of that third anniversary year, then this Agreement shall automatically renew annually year thereafter not requiring any further execution or formalities unless and until the Parties mutually agree in a mutually executed document to rescind this Agreement.

XVI. WARRANTY OF AUTHORITY AND COMPLIANCE WITH REQUISITE PROCEDURES

Each Party, the City as a Home Rule Charter City, and the Board under its contractual authority in 190.339.4 RSMo, hereby warrant to the other Party that this Agreement is within its respective corporate authority, that all legal procedural prerequisites and formalities have been followed to create a valid and binding contract, that this Agreement meets the formalities of 432.070 RSMo including adequate and valuable consideration, and further that this Agreement meets the requirements of the Joint Powers Acts (see 70.210 RSMo et seq.) and Article VI s 16 of the Missouri Constitution.

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XVII. EXECUTION

FOR THE CITY OF JOPLIN:

_____ _____

Date of Adoption as an Ordinance Ordinance Number

_____

Samuel L. Anselm, City Manager

_____ _____

Authorized Signature Date

_____

Witness

FOR THE JASPER COUNTY EMERGENCY SERVICES BOARD:

_____

Printed Name and Title

_____ _____

Authorized Signature Date

_____

Witness