INFORMAL AGENDA

June 2, 2014

5:15 p.m.

1. Discussion of Joplin Schools invoice – Leslie Haase, Finance Director

2. Any other business

# C O U N C I L  A G E N D A

June 2, 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**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   **Public Hearing Procedures**
   1. PULIC HEARING FOR 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.

8. **Consent Agenda**
   1. Minutes of the May 19, 2014 Council Meeting

9. **Resolutions**

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.

**10. Ordinances – Emergency**

1. COUNCIL BILL NO.2014-142 - 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.

2. COUNCIL BILL NO. 2014 -143-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.

3. COUNCIL BILL NO.2014-144 - 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.

4. COUNCIL BILL NO.2014-145 - 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.

5. COUNCIL BILL NO. 2014-146 - 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.

6. COUNCIL BILL NO. 2014-607 - 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.

**11. Ordinances – First Reading**

1. 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.

**12. Ordinances – Second Reading and Third Reading**

**13. Unfinished Business**

**14. New Business**

1.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 (Planning & Zoning Commission recommended approval)

2. Announcements from the Public Information Officer

**Notice posted at 4:30p.m. on this the 29th day of May, 2014. (RSMo 610.020)**

INFORMAL NOTES

May 19, 2014

Boards/Commissions Appointments/Reappointments

The following boards/commissions appointments were made:

**Reappointments:**

Airport: Randy Moore and Bob Loudermilk
CVB: Mike Wilson
JIDA: Gil Stevens:
Library: Charles Parker and Doug Glynn
Parks & Rec: Aaron Doll
Planning & Zoning: Chad Brown
Police &Fire: Bob Loudermilk

**Appointments:**

ADA: Betty McCartney
Airport: William Harding
Capital Improvements: Ryan Jackson and Harvey Hutchinson
Design Review: Lori Haun
Housing Authority: Jessica Hubbard
Joplin Sports Authority: Heather Arnold
Personnel: Jeff Yarnall
Planning & Zoning: Seth Dermott
Tax Increment Finance: James Richards

Any other business

Mayor Seibert mentioned the thank-you note from Dr. Rosenberg regarding the expression of sympathy for the passing of his brother-in-law.

Mayor Seibert stated the Council is invited to the Stained Glass Theater's Open House, May 20, 7:30-9:30 am.

Mayor Seibert informed Council that in an effort to improve communication between himself and Council members, he is working with the City Clerk's office to coordinate a calendar that would allow Council to see his schedule of events and activities that he has been invited to attend as part of being mayor.

Mr. Glaze stated he participated in the Hall of Fame Golf Tournament that was held at Schifferdecker Park. He stated the event was successful and well-organized and congratulated the Parks Department for a great job.

# PUBLIC HEARINGS

## PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

1. Approach the podium and state your **name and address** clearly for the record.

2. 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.

3. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

4. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

5. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

Thank you for your consideration and understanding.

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<br>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<br>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.

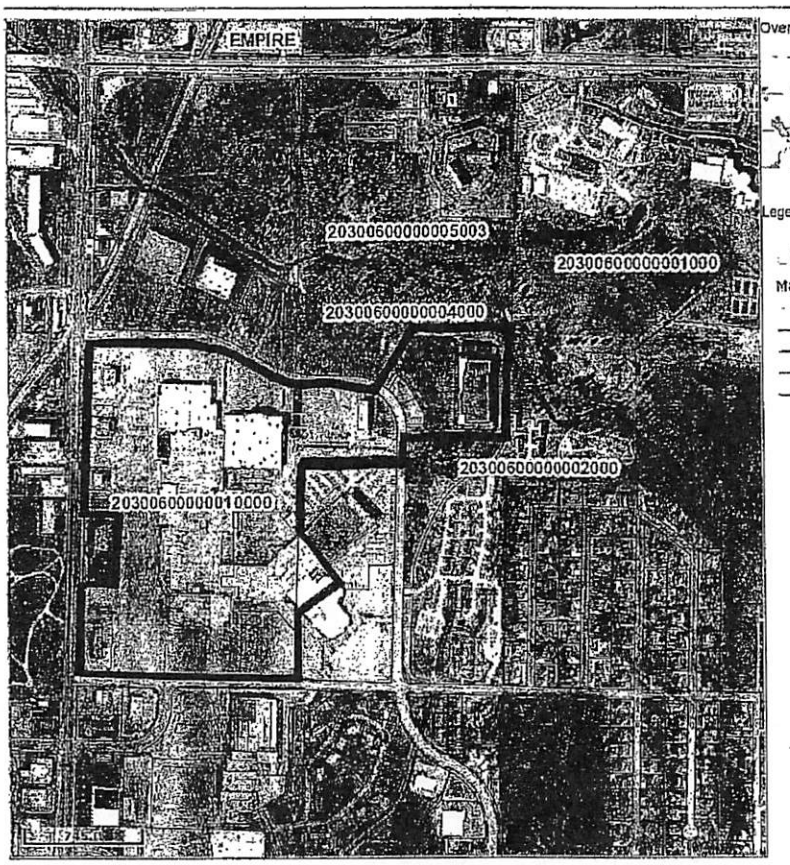
**EXHIBIT "B"**

**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

# CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES May 19, 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** – given by Assistant City Clerk Barbara Gollhofer

**FLAG SALUTE** – led by members of Boy Scout Troop 333 from St. Philip's Episcopal Church

**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**
Motion by Mr. Woolston, Second by Ms. Colbert-Kean to allow two citizens to address Council. Motion carried 9-0.

Trisha Patton, 320 E. 4th St. requested to address Council to express appreciation to the City of Joplin and community for supporting the growth of a strong urban core, and to encourage the City to keep Downtown in the continued development dialogue.

Kim Seavy, 1607 S. Byers Ave. requested to address Council regarding process and due diligence. He thanked Mayor Seibert, Interim City Manager Sam Anselm, and Interim City Attorney Peter Edwards for meeting with him earlier in the day on short notice to discuss his concerns. One of his concerns as a citizen is to remain vigilant about making sure the city council, city staff and city employees perform their jobs and duties responsibly.

**CONSENT AGENDA** Motion by Mr. Woolston, Second by Mr. Glaze 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 5, 2014 Council Meeting

Minutes of the Special Council Meeting May 12, 2014

COUNCIL BILL NO. 2014-259 - AN ORDINANCE providing for the vacation of a 50-foot wide public street right-of-way platted as E Street, located between 420 and 610 North Schifferdecker Avenue, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-076

**RESOLUTIONS**

**ORDINANCES-EMERGENCIES**

Mr. Glaze introduced Council Bill No. 2014 –137 – Motion by Mr. Glaze, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2014-137. 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. 2014-077

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 820 Grand. in the City of Joplin, Missouri, for the amount of Two Thousand and 00/100 Dollar ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Ms. Lewis introduced Council Bill No.2014–138- Motion by Ms. Lewis, Second by Mr. Woolston, to Adopt Council Bill No. 2014-138. 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. 2014-078

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 408 W. 2$^{ND}$ ST. & 204 S. Pearl. in the City of Joplin, Missouri, for the amount of Five Thousand Five Hundred and 00/100 Dollar ($5,500.00); 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. 2014-139 – Motion by Mr. Glaze, Second by Mr. Stanley to Adopt Council Bill No. 2014-139. 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. 2014-079.

AN ORDINANCE approving the purchase of right of way from property at 20$^{th}$ and Arizona Avenue, consisting of part of Lot Numbered Thirty-Two (32) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-140 – Motion by Mr. Stanley, Second by Mr. Shaw to Adopt Council Bill No. 2014-140. 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. 2014-080

AN ORDINANCE approving the purchase of right of way from property at 20th and Highview Avenue, consisting of part of Lot Numbered One (1) in Kindred's Replat being a part of Kindred's Subdivision and part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Twenty Thousand Nine Hundred Thirty and 00/100 dollars ($20,930.00) and containing an emergency clause.

Mr. Stanley introduced Council Bill No.2014-405–Motion by Mr. Stanley, Second by Ms. Colbert-Kean to Adopt Council Bill No. 2014-405.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. 2014-081

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ninety Thousand Dollars ($290,000.00) to provide tenant-based rental assistance through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-406 – Motion by Mr. Scearce, Second by Mr. Stanley to Adopt Council Bill No. 2014-406. 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. 2014-082

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Housing Authority in the amount not to exceed Two Hundred Ten Thousand Dollars ($210,000.00) to provide for the repair to Housing Authority site improvements through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the Interim City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Scearce introduced Council Bill No.2014-606 – Motion by Mr. Scearce, Second by Dr. Rosenberg to Adopt Council Bill No. 2014-606. 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. 2014-083.

AN ORDINANCE authorizing the purchase of replacement public safety mobile data laptops with mounting units; and, 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, and containing an emergency clause.

**ORDINANCES – FIRST READING**

**ORDINANCES – SECOND READING AND THIRD READING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

Appointments/Reappointments to Boards and Commissions. Motion by Mr. Glaze, Second by Mr. Scearce to approve the following Reappointments and Appointments to Boards and Commissions:

Reappointments:

Airport: Randy Moore and Bob Loudermilk;
CVB: Mike Wilson
JIDA: Gil Stevens
Library: Charles Parker and Doug Glynn
Parks & Rec: Aaron Doll
Planning & Zoning: Chad Brown
Police &Fire: Bob Loudermilk.

Appointments:

ADA: Betty McCartney
Airport: William Harding
Capital Improvements: Ryan Jackson and Harvey Hutchinson
Design Review: Lori Haun
Housing Authority: Jessica Hubbard
Joplin Sports Authority: Heather Arnold
Personnel: Jeff Yarnall
Planning & Zoning: Seth Dermott
Tax Increment Finance: James Richardson

Mayor Seibert thanked all the volunteers who served on various boards/commissions and whose terms were expired and for the new appointees. Their service is greatly appreciated.

Announcements from the Public Information Officer, Lynn Onstot:

- Dedication of the Butterfly Garden Overlook at Cunningham, Thursday, May 22, 5:30 pm.
- Citizens and visitors can check out the City's park website: joplinparks.org to find out what activities are offered this summer. The Parks & Recreation department is offering a summer day camp program. New sport leagues are starting this summer, including a new Whiffle Ball league.
- The City aquatic centers open Saturday, May 24.
- The Joplin Demize soccer team plays Dallas-Ft. Worth on Saturday May 24, at 7:30 pm at the Athletic Complex.

Interim City Manager Sam Anselm recognized and congratulated Health Department employee, Lawrence McKeough, for achieving the designation of Missouri Certified Emergency Manager II.

Mr. Shaw thanked the board members whose terms were expired. He noted many of the volunteers were former mayors, former city council members, bankers and former city employees, and he appreciated their time and service to the City.

Mayor Siebert acknowledged NASCAR driver Jamie McMurray, a "hometown boy" who won a NASCAR race Saturday, May 17, and the prize of one million dollars. Mayor Seibert said that one of the most impressive things about Jamie is how many of his competitors congratulate him after he wins. Jamie is known as one of the "good guys" and one of the "gentlemen" in this sport. He continues to be a great representation of this community. We wish him continued success and many more victories.

Mayor Seibert stated this week marks the third anniversary of the tornado that devastated a third of our city. He gave recognition to all the citizens, business owners, people in the medical community, churches and schools and the chamber, who immediately responded with help in the time of need after the tornado. He also expressed great appreciation to the city staff who was here during the tornado aftermath and those currently on staff. He asked all staff to stand and be recognized as he thanked them for their dedicated service on behalf of the city council. He further stated it was due to the great quality of department heads and staff that got our city become the great community it is today. The City is grateful and appreciative for all the funding and donations received from the state, the nation and from around the world as well as the thousands of volunteers who came from all over. But ultimately, Mayor Seibert continued, it is the citizens who are the story of our success. During this week, he asked everyone to just take the time to reflect on our loss and our greatness, and at the end of the day we can say we have a safer city because of better standards for building construction; we have more and better storm shelters; over 5000 weather radios are in the hands of citizens –we are a safer city and we are better prepared. It is our hope and prayer that we can continue to move forward with this great city in our redevelopment post tornado.

There being no further business, the meeting adjourned at 6:42 pm

Respectfully submitted,

Barbara Gollhofer

Barbara J. Gollhofer, MRCC

Assistant City Clerk

# ORDINANCES

# EMERGENCY

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**

**Item: COUNCIL BILL NO. 2014-142**
**Originating Department: BUILDING REGULATIONS**

Attachments: 1) Council Bill No. 2014- 142
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 5/23/14
Planning and Community Development Manager: Troy Bolander T.B Date: 5-27-14
Department Head: Nick Heatherly Date: 5/28/14
Finance Department: Leslie Haase LH Date: 5-28-14
Interim City Attorney: Peter C. Edwards PCE Date: 5/27/14
Interim City Manager: Samuel L. Anselm Date: 5/28/14

Recommended Action: Approval of Contract with Nelson Tree & Demolition to remove the structures and any remaining debris including foundation and footings located at 522 S. Connor & 909 W. 6TH ST..

Summary: The above listed address was "tagged" as a dangerous building on January 15, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 16, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on May 21, 2014. At that time bids were received as follows:

| | |
|---|---|
| Nelson's Tree and Demolition | $ 5,949.00 |
| Big Johns | $ 9,499.00 |
| Gator Demolition | $ 7,950.00 |
| B & D Yard builders | $ 11,500.00 |
| JRB Industries | $ 11,700.00 |

For the immediate preservation of public health and welfare, Staff recommends that the demolition contract be awarded to Nelson Tree & Demolition.

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

**COUNCIL BILL NO. 2014 – 142 ORDINANCE NO.**

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.

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

Section 1. That the contract with Nelson Tree & Demolition in the amount of Five Thousand Nine Hundred Forty Nine 00/100 Dollars ($5,949.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 522 S. Connor & 909 W. 6TH ST.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 522 S. Connor & 909 W. 6HT ST. and legally described as:

ALL OF LOT NUMBERED FIFTY (50) AND THE SOUTH 48 FEET OF LOT NUMBERED FORTY-NINE (49) IN GRAY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effet from after its passage.

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

_____, 2014, by a _____ vote.

ATTEST:

Michael L. Seibert – Mayor

Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

Interim City Attorney- Peter C. Edwards


COUNCIL BILL 2014-142
522 S. CONNOR




909W. 6TH ST.



CLOSING DATE: 21-May-2014

DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM

BID OPENED BY: Jeff Oliver, Kim Newhouse

Demolition

LOCATION: 522 S. Connor Ave/909 W. 6TH STREET

| COMPANY | BIDS |
|---|---|
| | |
| **Nelson's Tree Service** | $5,949.00 |
| | |
| **BJHE** | $9,499.00 |
| | |
| **B & D Yardbuilders** | $11,500.00 |
| | |
| **Gator** | $7,950.00 |
| | |
| **JRB** | $11,700.00 |
| | |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**

**Item: COUNCIL BILL NO. 2014-143**
**Originating Department: BUILDING REGULATIONS**

Attachments: 1) Council Bill No. 2014- 143
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 5/23/14
Planning and Community Development Manager: Troy Bolander T.B Date: 5-27-14
Department Head: Nick Heatherly Date: 5/-28/14
Finance Department: Leslie Haase LH Date: 5-28-14
Interim City Attorney: Peter C. Edwards Date: 5/27/14
Interim City Manager: Samuel L. Anselm Date: 5/28/14

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 2015 Annie Baxter Ave.

Summary: The above listed address was "tagged" as a dangerous building on August 12, 2013. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 16, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on May 21, 2014. At that time bids were received as follows:

| | |
|---|---|
| Nelson's Tree and Demolition | $ 3,195.00 |
| Big Johns | $ 4,100.00 |
| Gator Demolition | $ 4,750.00 |
| B & D Yard builders | $ 2,745.00 |
| JRB Industries | $ 3,450.00 |

For the immediate preservation of public health and welfare, Staff recommends that the demolition contract be awarded to B & D Yardbuilders.

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

**COUNCIL BILL NO. 2014 – 143 ORDINANCE NO.**

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.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand Seven Hundred Fifty 00/100 Dollars ($2,750.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2015 Annie Baxter.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2015 Annie Baxter. and legally described as:
ALL OF LOT NUMBERED NINETY-EIGHT (98) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 3: That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordnance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

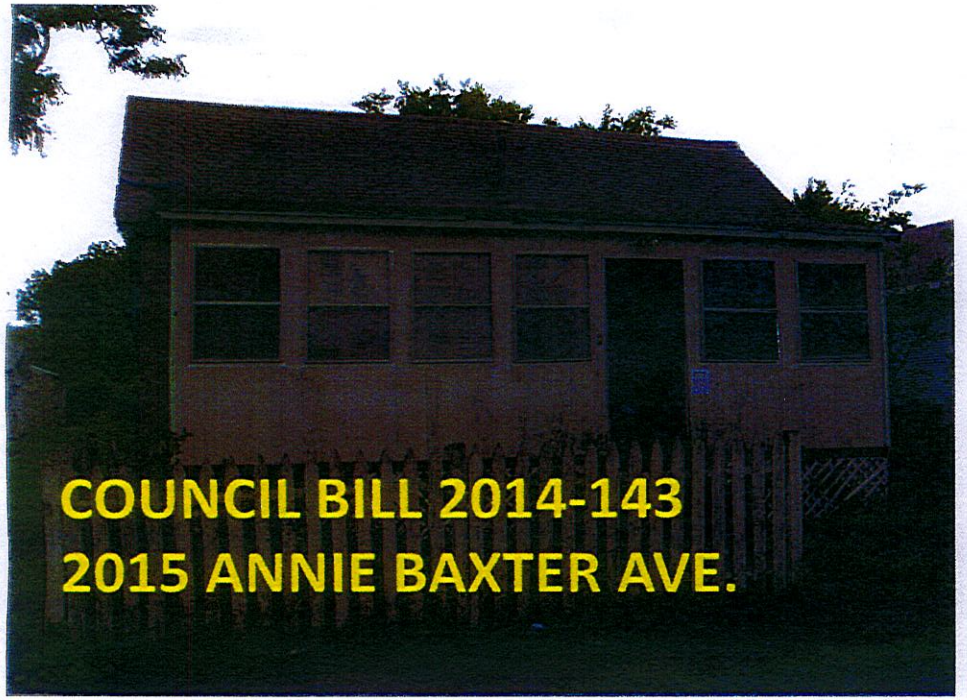
Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014, by a _____ vote.

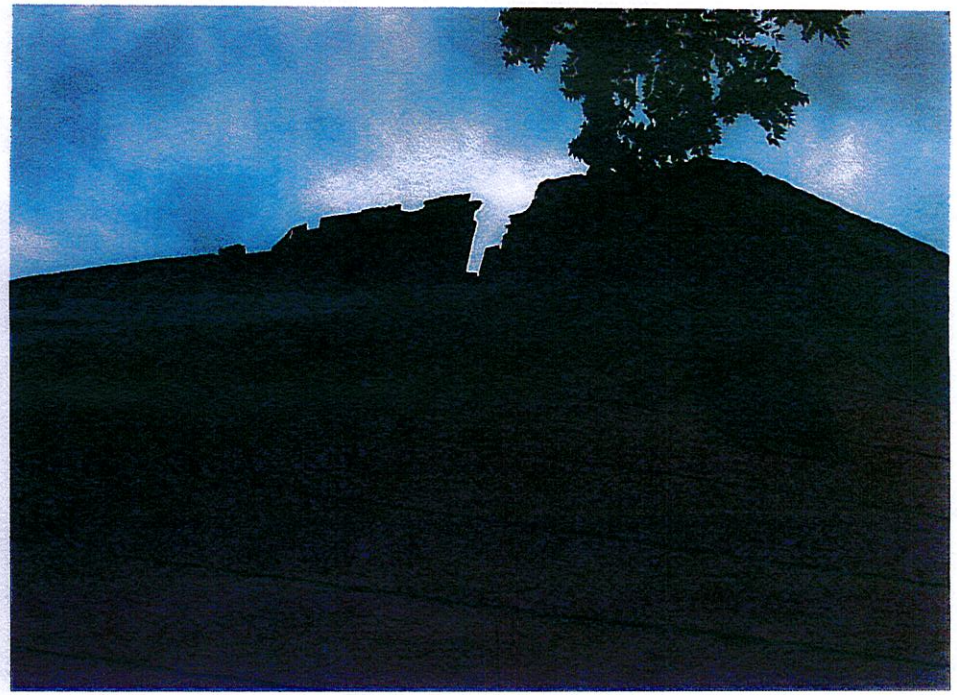
_____
Michael L. Seibert - Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Interim City Attorney- Peter C. Edwards


COUNCIL BILL 2014-143
2015 ANNIE BAXTER AVE.







| | | | |
|---|---|---|---|
| CLOSING DATE: | 21-May-2014 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver, Kim Newhouse |
| Demolition | | LOCATION: | 2015 S. Annie Baxter Ave. |

| COMPANY | BIDS |
|---|---|
| | |
| **Nelson's Tree Service** | $3,195.00 |
| | |
| **BJHE** | $4,100.00 |
| | |
| **B & D Yardbuilders** | $2,745.00 |
| | |
| **Gator** | $4,750.00 |
| | |
| **JRB** | $3,450.00 |
| | |

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**
**Council Bill No. 2014-144**

**Item: Construction Contract for Regional Detention, NE side of Murphy Blvd. & South of 15th**

**Originating Department: Public Works – Engineering**

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2014-144

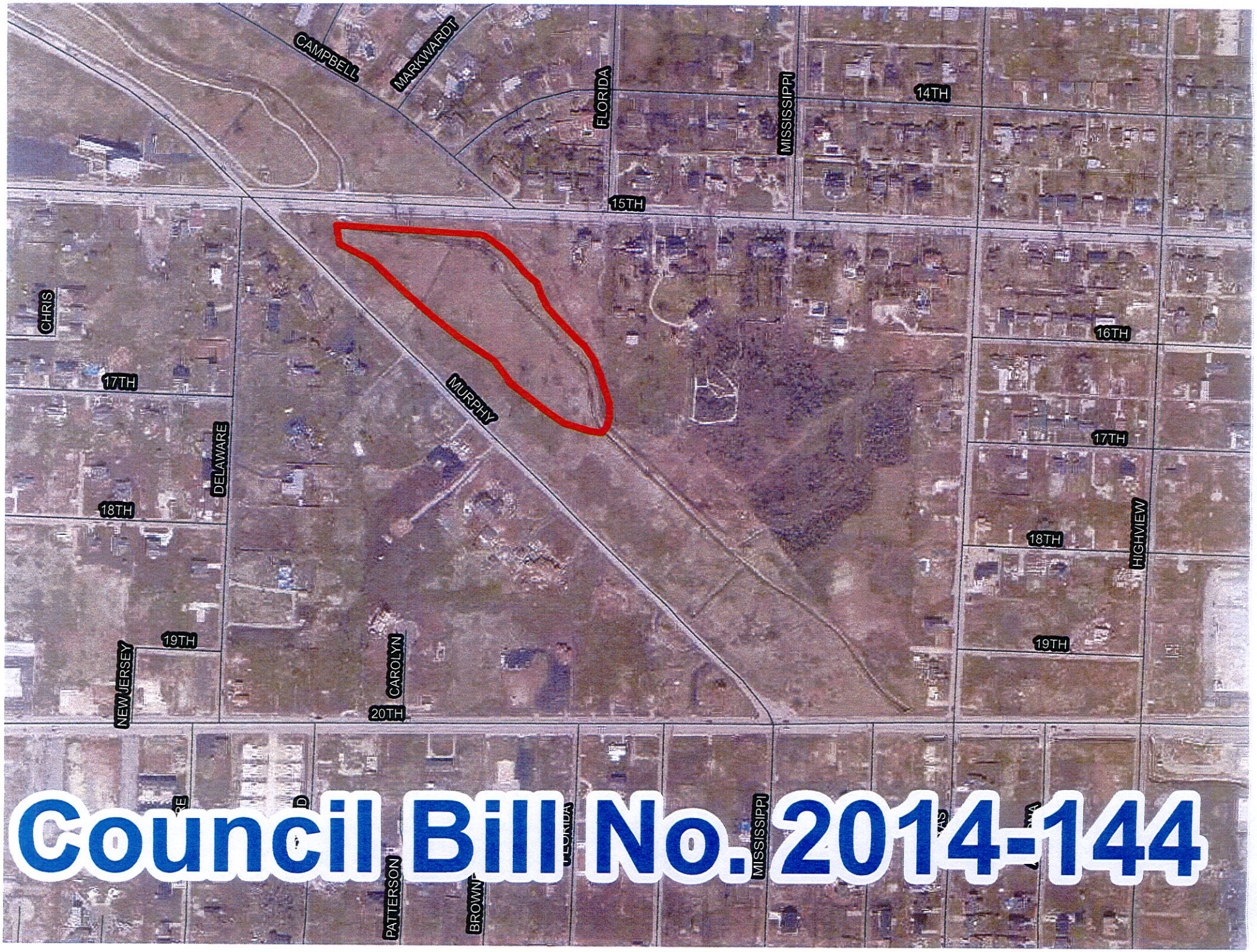
| | |
|---|---|
| Engineering: Dan Johnson DJ | Date: 5-23-14 |
| Department Head: Nicholas A. Heatherly | Date: 5/27/14 |
| Finance Department: Leslie Haase LH | Date: 5-28-14 |
| Interim City Attorney: Peter C. Edwards PE | Date: 5/28/14 |
| Interim City Manager: Samuel L. Anselm | Date: 5/27/14 |

**Recommended Action:** Approval of Construction Contract with Snyder Construction Co., Inc. in the amount of $804,605.45 for Construction of the Regional Detention, NE side of Murphy Blvd. & South of 15th.

**Background:** The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to construct a regional detention pond south of 15th Street and east of Murphy Boulevard in Campbell Parkway was included in the list of approved projects. The detention pond was designed by Allgeier, Martin & Associates as part of a project in the first storm water improvement program. In December of 2013 Allgeier Martin & Associates was contracted to provide construction management and construction monitoring services. This project was included in the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was presented to Council. The project will be now funded under that program not the Parks Stormwater Sales Tax.

**Discussion:** The project was advertised in the Joplin Globe for one day and on the city's website. Bids were opened on May 20, 2014 with 7 firms bidding and Snyder Construction Co., Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

**Recommendation:** Staff recommends approval of an award of contract to Snyder Construction Co., Inc. in the amount of $804,605.45 for construction of the Regional Detention, NE side of Murphy Blvd & South of 15th.




# Council Bill No. 2014-144

# BID TABULATION

**PROJECT: Murphy Blvd Detention**
**DATE OF BID OPENING: May 20, 2014 3:00 p.m.**

| CONTRACTOR | BID |
|---|---|
| Snyder Construction | 804,605.45 |
| Wells Excavating LLC | 816,637.30 |
| APAC- Missouri Inc. | 908,929.34 |
| Kenny Singer Construction Co | 963,690.56 |
| Sprouls Construction | 990,025.08 |
| Crossland Heavy Contractors | 996,716.60 |
| Branco Enterprise | 1,136,927.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**COUNCIL BILL NO. 2014-144** **ORDINANCE NO.**

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;

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

Section 1. That the contract be awarded to 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.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks and Storm Water Sales Tax, Account Number 130-4555-530-8665 Project number GSTA09. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. 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

**Council Bill**

I hereby certify that a sufficient amount is available in the said Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project GSTA09 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**
**Council Bill No. 2014-145**

**Item: Amendment to B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Design Consulting Agreement**

**Originating Department: Public Works – Engineering**

Attachments: 1) Location Map
2) Amendment to Agreement
3) Council Bill No. 2014-145

| | |
|---|---|
| Engineering: Dan Johnson DJ | Date: 5-23-14 |
| Department Head: Nicholas A. Heatherly NAH | Date: 5/27/14 |
| Finance Department: Leslie Haase LH | Date: 5-28-14 |
| Interim City Attorney: Peter C. Edwards PE | Date: 5/28/14 |
| Interim City Manager: Samuel L. Anselm | Date: 5/27/14 |

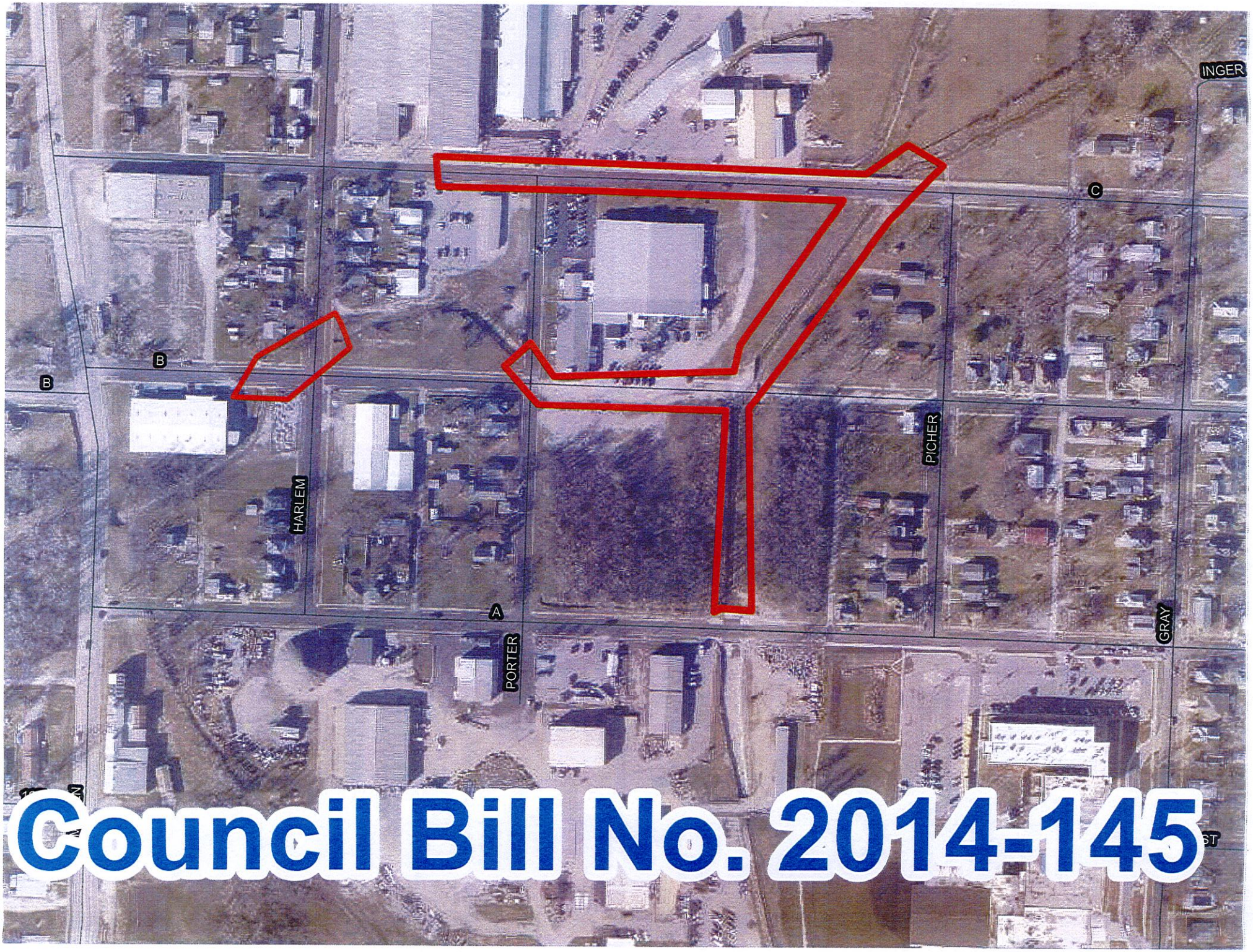
**Recommended Action:** Approval of Amendment to consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $125,000.00 for contract and bidding services, construction administration, construction site monitoring, civil engineering consultation and advice for the B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements.

**Background:** The Parks and Storm Water Sales Tax approved by voters in 2002 included projects to remove the box culvert at B St. & Porter Avenue, replace the box culvert at C St. & Porter Avenue, and to replace the culvert under B St. & Harlem Avenue as well as the culvert running down B Street from Porter Avenue to the existing box culvert. The projects were designed by Allgeier, Martin & Associates in 2009 but were put on hold due to possible contaminated soils. In 2013 staff investigated the soils and performed tests that indicated no contamination that would lead to unacceptable remediation costs.

**Discussion:** In 2009 Allgeier, Martin and Associates Inc. was chosen for design of the projects. This amendment to the original agreement with Allgeier, Martin and Associates Inc is for providing services that include creating bid documents, assisting with bidding the project, construction administration and inspection. The fee for design services is within industry standards.

**Recommendation:** It is recommended that an award of the Amendment to Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $125,000.00

for Contract and bidding services, construction administration, construction site monitoring, civil engineering consultation and advice for the B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements.


INGER
C
B
B
HARLEM
PICHER
A
PORTER
GRAY
Council Bill No. 2014-145

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**
**Amendment No. 1**

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: September 24, 2008

   b. Owner: City of Joplin

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

   d. Project: 7-5 C & Porter Storm Water Improvements

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services: Assist in the advertising of the project for construction, distribute contract documents to interested bidders, attend pr-bid meeting, issue any needed addendums, assist the City in evaluating bids, provide recommendation of project award, construction administration, coordinate utility relocations, review pay estimates, and assist with project closeout at the end of construction. If requested, Construction Site Monitoring services will also be provided. Construction site monitoring costs are dependent on the contractor's schedule and amount of work being accomplished. A budget amount will be included in the contract, but this service will be provided on an hourly basis.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

| | |
|---|---|
| Bidding and Contract Award Phase Services | $10,000 |
| Construction Administration/Utility Coordination Services | 45,000 |
| Construction Site Monitoring (Budget) | 70,000 |
| **TOTAL** | **$125,000** |

   Compensation for the above services will be based on the attached hourly rates and will be invoiced monthly.

   c. The schedule for rendering services is modified as follows: Bidding phase shall be dependent on the city's schedule, but is anticipated to be during the summer of 2014. The remaining schedule will be dependent on the city and the contractor's construction schedule, but in either case shall not extend beyond February 28, 2015, or additional services may apply.


Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

| OWNER: | ENGINEER: |
|---|---|
| |  |
| By: _____ | By: Kurt Higgins, P.E. |
| Title: _____ | Title: Vice President |
| Date Signed: _____ | Date Signed: May 14, 2014 |


Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.

# 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% |

**COUNCIL BILL NO. 2014-145** **ORDINANCE NO.**

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.

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

Section 1. That the City 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 paid under account number 130-4555-530-8665.

Section 2. That the City 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

I hereby certify that a sufficient amount is available in the said Fund No. 130-4555-530-8665 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**
**Council Bill No. 2014-146**

**Item: Amendment to Consultant Agreement with Tran-Systems for Surface Street, Sidewalk, and Curb Assessment & GIS Mapping of the Tornado Zone Project**

**Originating Department: Public Works – Engineering**

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2014-146

| | |
|---|---|
| Engineering: Dan Johnson DJ | Date 5-27-14 |
| Department Head: Nicholas A. Heatherly NAH | Date: 5/27/14 |
| Finance Department: Leslie Haase LH | Date: 5-28-14 |
| Interim City Attorney: Peter C. Edwards PE | Date: 5/28/14 |
| Interim City Manager: Sam L. Anselm SA | Date: 5/27/14 |

**Recommended Action:** Approval of an Amendment to the Consultant Agreement with Tran Systems in the not to exceed the amount of $580,000.00 for Design and Construction Phase Services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area.

**Background:** The May 2011 tornado caused damage to the City's Street, Sidewalk, and Curb & Gutters. Tran Systems Engineering partnered with Tri-State and CJW engineers is currently completing the damage assessment of surface streets, sidewalks, and curb & gutters throughout the tornado zone. A project to repair and replace damaged infrastructure in the Green Area identified by Tran Systems and their partners is included in the State of Missouri's Rebuild Damaged Infrastructure program. This amended contract will assign the task of designing, preparing plans & specs & bid documents, bidding and construction management to Tran Systems and their partners for the Green area. The funding for this project is from the State of Missouri's Rebuild Damaged Infrastructure program.

**Discussion:** City staff advertised in the Joplin Globe for one day and received 16 sets of qualifications from consulting firms for this project. Tran-Systems as partnered with CJW Transportation Engineers and Tri-State Engineering was selected for the Surface elements damage assessment project and now Staff has selected the same team to complete the

construction process for the surface elements in the green area. The consulting fees are within industry standards.

**Recommendation:** It is recommended that an amendment to the Consultant Agreement with Tran Systems in the not to exceed the amount of $580,000.00 for Design and Construction Phase Services for the Surface Street, Sidewalk, Curb & Gutter Repair Projects in the Green Area be approved.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Tran Systems<br>Address: 2400 Pershing Rd<br>Kansas City, Mo | |
| Attention: | | Attention: Shawn Turner | |
| Department: | | Phone: 620 331 9621 | Fax: |
| Phone: | Fax: | | |

**WORK AUTHORIZATION NUMBER 2**
**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 2 exceed the sum of five Hundred Eighty & 00/100 Dollars ($580,000).

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

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

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

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

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

As of January 1, 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**

_____
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: TranSystems Corporation

By: Frank Weatherford

Printed Name: Frank Weatherford

Title: Principal

Date: 5/22/14

**CITY OF JOPLIN, MISSOURI**

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

Date: _____

## Exhibit A:

## Anticipated Scope for Design and Construction Management for Improvements in the Green Zone

### I. Background

**A. Determination of Fee**: The scope and quantity of improvements are not finalized in the Green Zone, and are being determined as described in the GIS Evaluation contract. Therefore, the fee's for design and improvement are based on current information available, and may be increased or decreased by mutual agreement in the future to better fit the final scope of work.

### II. Determination of Improvements:

**A. Review of GIS Evaluation**: As previously discussed, the GIS system utilized for evaluations will determine the estimated quantities and costs for improvements to sidewalks, access ramps, curb and gutter and pavement. Available information indicates that approximately $3.0 million is available for construction of transportation improvements in the tornado zone.

**B. Approach to Design:** It is envisioned that no boundary survey will be required for this project. It is envisioned that the less complex replacements will not require topographic survey. Topographic surveys will only be performed for the most complex improvements.

### III. Survey:

**A. Topographic Survey:** It is envisioned that no boundary survey will be required, and that topographic survey will be required only on the more difficult improvements.

**Sidewalks:** It is envisioned that no survey will be required for simple curb ramps that will tie to an existing sidewalk that is to remain. Similarly, replacement of dilapidated sidewalk with the same size of sidewalk will not require survey. Topographic survey will be required for new sidewalks where none currently exists, curb ramps tying to new sidewalks, and complex curb ramps.

**Curb and Gutter:** It is envisioned that spot repair of curb and gutter will not require topographic survey, and that short, straight runs will also not require survey. More complex curb and gutter will require survey.

**Pavement:** It is anticipated that pavement improvements will generally consist of milling, overlay, and/or micro-seal, and these improvements are not anticipated to require survey. Other possible improvements, such as gutter crossings, and replacement of intersections with concrete pavement are anticipated to require survey.

### IV. Preliminary Design

**A. Concept Plans and Cost Estimates**: The GIS portal utilized for evaluations and discussed previously will serve as a low level concept for improvements. Further review

and discussions with City Staff will occur so that we will prepare an overall concept drawing of improvements in the Green Zone with a targeted construction cost of $3.0 million. This concept drawing will be reviewed with the City prior to initiating preliminary design, and modified as necessary. This concept drawing will be utilized to initially determine areas for topographic survey.

**B. Preliminary Design**: A topographic survey will be completed of the selected survey areas. Preliminary plans will be prepared that include a preliminary plan view, draft cross sections, and draft details. A cost estimate will be prepared based on the preliminary plans.

## V. Final Design

**A. Final Design:** Based on the above process, it is not anticipated that significant changes will be made to the overall scope of work from Preliminary Design to Final Design. Final Design will incorporate comments from the City and applicable comments from funding agencies. Final Design plans will be prepared in a bid package format.

## VI. Contract Documents and Specifications

**A. Contract Documents and Specifications**: TranSystems will prepare contract documents and specifications for bidding purposes, including a detailed itemization of the bid schedule. TranSystems will provide the City with electronic copies of plans, contract documents and specifications.

## VII. Bidding

**A. Assistance with Bidding**: TranSystems will assist the City in the bidding process, and will answer questions during the bidding process, issue addendums, and attend the bid opening. TranSystems will analyze the bids and make recommendations for award. TranSystems will assist the City in executing the contract documents, and will organize and attend a Pre-Construction conference.

## VIII. Construction Management

**A. On-Site Construction Observation**: TranSystems will provide on-site observation of construction. TranSystems will provide daily construction observation reports, and oversee periodic materials testing. For the purpose of this fee, an estimated 1,500 hours of inspection time will be provided.

**B: Pay Request Processing:** TranSystems will process monthly pay requests for the selected contractor(s), and provide a Certificate of Payment to the City with each approved pay request.

## Schedule:

**Survey:** TranSystems will complete the survey within 60 days from the date of the notice to proceed.

**Preliminary Design:** TranSystems will complete the preliminary design with 60 days from the date of the completion of the survey phase.

**Final Design:** TranSystems will complete the final design within 60 days of completion of the preliminary design phase.

**Bidding:** The project will be bid within 6 months from the date of the notice to proceed.

**Construction:** The exact scope of the project is not yet defined, but it is intended that the construction period will be less than 9 months.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE 10/1/2014

DATE (MM/DD/YYYY): 4/11/2014

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 | Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 |
| CONTACT NAME: | |
| PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | |
| INSURED | TRANSYSTEMS CORPORATION<br>9291 115 S. 6TH ST., STE B<br>INDEPENDENCE, KS 67301 |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance Company | 16535 |
| INSURER B: St. Paul Fire and Marine Insurance Company | 24767 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES TRASY01 CERTIFICATE NUMBER: 12888285 REVISION NUMBER: XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | N | GLO3707153 | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | N | BAP3707150 | 10/1/2013 | 10/1/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| B | [X] UMBRELLA LIAB [X] OCCUR | Y | N | ZUP-11S11550-13-NF | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | WC3707154 | 10/1/2013 | 10/1/2014 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

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

RE: GIS BASED INFRASTRUCTURE EVALUATION. THE CITY OF JOPLIN, MISSOURI IS AN ADDITIONAL INSURED AS RESPECTS GENERAL, AUTO AND EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**12888285**

CITY OF JOPLIN, MISSOURI
602 S MAIN STREET
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

Ronald J Foster


©1988-2010 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE 10/1/2014

DATE (MM/DD/YYYY): 4/11/2014

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 | Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Zurich American Insurance Company | 16535 |
| INSURED 7979 | TRANSYSTEMS CORPORATION<br>115 S. 6TH ST., STE B<br>INDEPENDENCE, KS 67301 | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES TRASY01 CERTIFICATE NUMBER: 12888286 REVISION NUMBER: XXXXXXX

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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ XXXXXXX |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ XXXXXXX |
| | | | | | | | PERSONAL & ADV INJURY | $ XXXXXXX |
| | | | | | | | GENERAL AGGREGATE | $ XXXXXXX |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ XXXXXXX |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | $ XXXXXXX |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | NOT APPLICABLE | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A | | | | | | E.L. EACH ACCIDENT | $ XXXXXXX |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ XXXXXXX |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ XXXXXXX |
| A | PROFESSIONAL LIABILITY | N | N | EOC 9139550 | 10/1/2013 | 10/1/2014 | $1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: GIS BASED INFRASTRUCTURE EVALUATION.

CERTIFICATE HOLDER

12888286

CITY OF JOPLIN, MISSOURI
602 S MAIN STREET
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

Brad J Foster


© 1988-2010 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

**COUNCIL BILL NO. 2014- 146**

**ORDINANCE NO.**

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.

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

Section 1. Approval of 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 in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund No. 305-4550-530-8650.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with TranSystems.

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

I hereby certify that a sufficient amount is available in the 305-4550-530-8650 Fund No. GSTA11 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

**City of Joplin** **City Council Agenda Item**

**REQUESTED COUNCIL MEETING DATE:** June 2, 2014
**ITEM:** Council Bill No. 2014-607

**ORIGINATING DEPARTMENT:** Parks and Recreation
**ATTACHMENTS:** Council Bill No. 2014-607; Contract

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Chris Cotten | **DATE:** 5/29/14 |
| **INTERIM CITY MANAGER:** | Sam Anselm | **DATE:** |
| **FINANCE:** | Leslie Haase | **DATE:** 5/29/14 |
| **LEGAL:** | Peter Edwards | **DATE:** 5/29/14 |

**INTRODUCTION:** On April 27th a Request for Qualifications was issued in relation to the design and architecture work for the Joe Becker Stadium re-build project. This request was necessary after the professional baseball team, the Joplin Blasters, ended its business relationship with their initial developer. Responses to the RFQ were due to the COJ on May 12 2014.

**DISCUSSION:** RFQ's were sent to a total of eleven architectural firms. Three (3) firms sent in responses to the RFQ for the project. They included Pendulum Studio, LLC out of the Kansas City area and two local firms, Corner Greer & Associates and Patterson, Latimer, Jones, Brannon, Denham, Inc. in partnership with Populus.

A committee convened and reviewed the responses. The committee considered the methods proposed to conduct the work, previous experience, the proposed time line to have the stadium playable by May of 2015, and the relevant experience the firms have in working with City of Joplin City Code and policies, and the availability of staff to serve the City in a competent manner.

Corner Greer & Associates met all of the requirements that were laid out in the RFQ and received the highest score from the committee. The scoring mechanism for the project was set forth in the RFQ. All three firms that submitted did not take exception to any of the RFQ Documents or Requirements.

**RECOMMENDATION:** Staff recommends that the contract with Corner Greer and Associates be awarded for the Joe Becker Stadium Improvements project. Because this Ordinance appropriates funds for the project and is a public improvement to a city-owned facility, this bill meets the requirements of Section 2.12(4) and (6). More importantly, the City is on a strict time schedule to design, engineer and construct the improvements in order to honor the terms of the City's Lease Agreement with the Joplin Blasters and for them to begin play in the Spring of 2015. Staff recommends approval on an emergency basis.

COUNCIL BILL NO. 2014-607 ORDINANCE NO.

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.

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

Section 1. That the Architectural Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Corner Greer and Associates, Inc., whereby Corner Greer & Associates, Inc. will provide Architectural and Engineering Services to design and oversee the remodel and improvements of Joe Becker Stadium, a true and accurate copy of said Contract, 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 Contract, by and on behalf of the City of Joplin, Missouri, in the same or substantially similar form.

Section 3. That the City of Joplin declares this ordinance an emergency pursuant to Section 2.12(6) of the Home Rule Charter in that it deals with a public improvement. Specifically, this ordinance approves the award of a contract for architectural services. In addition to this contract, engineering services and construction services also have to be secured. This is a time sensitive process in order for the City to be able to complete construction and honor the terms of related agreements so that Joe Becker is ready to host professional baseball in the Spring of 2015. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# AIA Document B101™ - 2007

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the «May » day of «23rd » in the year «2014 »
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

«Michael WrayCity of Joplin»« »
«Christopher Cotton, Parks and Recreation Director »
«3010 West First Street »
«Joplin MO 64801 »

and the Architect:
*(Name, legal status, address and other information)*

«Corner Greer & Associates, Inc.»« »
«716 South Main Street
Joplin, MO 64801»
«Telephone Number: 417.206.3134»
«Fax Number: 417.206.3137»

for the following Project:
*(Name, location and detailed description)*

«Joe Becker Stadium Improvements»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

TABLE OF ARTICLES


1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information.

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

«Refer to Exhibit A and Exhibit B dated January 16, 2014, attached. Refer Supplemental Drawing dated January 20, 2014, attached. Project Area1 is included. Parking areas to be provided by others. Includes Structural Engineering, Mechanical, Electrical and Plumbing Engineering and Landscape Design. Does not include Civil Engineering, by others. »

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined. Not known at time of Contract execution. »

.2 Substantial Completion date:

«To be determined. Not known at time of Contract execution. »

**§ 1.3** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.


AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the professional services as set forth in this Agreement.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

«One million dollars. »

.2 Automobile Liability

«N/A »

.3 Workers' Compensation

«One million dollars. »

.4 Professional Liability

«One million dollars. »

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1451390311)

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.1.7 When requested in writing by the Owner, Architect shall assist in research and preparation of materials to be utilized for special or unusual detailed reviews or hearings by various regulatory agencies and/or review boards. Architect's compensation for such services shall be in accordance with provisions of this Agreement for additional services.

3.1.8 In the event that asbestos-related materials are suspected to be found in the course of the Work related to this Agreement, the Architect shall notify the Owner in writing. The Owner shall provide timely services of an asbestos materials remediation consultant to determine the proper course of action for its remediation and/or removal. The Architect shall incorporate the recommendations of the remediation consultant into the Contract Documents for the projects.

3.1.9 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

3.1.10 Prior to proceeding with additional services not specifically addressed in Article 4, Architect shall submit an amendment to this Agreement for review and approval by the Owner. The amendment shall describe the additional scope of services work and Architect's compensation for such work.

Formatted: Font: Times New Roman

Formatted: Font: Not Bold

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also and (4) compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 NEGOTIATED PROPOSALS**

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors; and~~

~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes:
(1431390311)

affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services | | Responsibility *(Architect, Owner or Not Provided)* | Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)* |
|---|---|---|---|
| § 4.1.1 | Programming | Included in Basic Services | |
| § 4.1.2 | Multiple preliminary designs | Not provided | |
| § 4.1.3 | Measured drawings | Not provided | |
| § 4.1.4 | Existing facilities surveys | Not provided | |
| § 4.1.5 | Site Evaluation and Planning (B203™–2007) | Included in Basic Services | |
| § 4.1.6 | Building information modeling | Included in Basic Services | |
| § 4.1.7 | Civil engineering | Not provided | |
| § 4.1.8 | Landscape design | Included in Basic Services | |
| § 4.1.9 | Architectural Interior Design (B252™–2007) | Included in Basic Services | |
| § 4.1.10 | Value Analysis (B204™–2007) | Not provided | |
| § 4.1.11 | Detailed cost estimating | | |
| § 4.1.12 | On-site project representation | | |
| § 4.1.13 | Conformed construction documents | Included in Basic Services | |
| § 4.1.14 | As-Designed Record drawings | Included in Basic Services | |
| § 4.1.15 | As-Constructed Record drawings | Not provided | |
| § 4.1.16 | Post occupancy evaluation | Not provided | |
| § 4.1.17 | Facility Support Services (B210™–2007) | Not provided | |
| § 4.1.18 | Tenant-related services | | |
| § 4.1.19 | Coordination of Owner's consultants | Included in Basic Services | |
| § 4.1.20 | Telecommunications/data design | Not provided | |
| § 4.1.21 | Security Evaluation and Planning (B206™–2007) | Not provided | |
| § 4.1.22 | Commissioning (B211™–2007) | Not provided | |
| § 4.1.23 | Extensive environmentally responsible design | Not provided | |
| § 4.1.24 | LEED® Certification (B214™–2007) | Not provided | |
| § 4.1.25 | Fast-track design services | Included in Basic Services | |
| § 4.1.26 | Historic Preservation (B205™–2007) | Not provided | |
| § 4.1.27 | Furniture, Furnishings, and Equipment Design (B253™–2007) | Not provided | |

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«There are no additional services scheduled for the Architect. However, if any additional services are required of the Architect prior to proceeding with additional services not specifically addressed in Article 4, Architect shall submit an Amendment to this Agreement for review and approval by the Owner. The Amendment shall describe the additional Scope of Services Work and Architect's compensation for such Work. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

.12 Changes required in the Instruments of Service to reduce the cost of the Project where the Owner has provided Value Engineering;

.13 Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the construction of the Project or by the failure of the Owner, any contractor, or others performing services or Work in connection with the Project

Formatted: AIA Body Text Indented

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

AIA Document B101™ - 2007 (formerly B151™ - 1997), Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 «Two » ( «2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 «One » ( «1 » ) visits to the site every other week by the Architect over the duration of the Project during construction

.3 «One » ( «1 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 «One » ( «1 » ) inspections for any portion of the Work to determine final completion

**§ 4.3.4** If the services covered by this Agreement have not been completed within «twenty-four » ( «24 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land or improvements on real estate, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

6.8 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1 give written approval of an increase in the budget for the Cost of the Work;
2 authorize rebidding or renegotiating of the Project within a reasonable time;
3 terminate in accordance with Section 9; or
4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Notwithstanding the foregoing, nothing in this section shall be interpreted as preventing Owner from pursuing any claims Owner may have resulting from use of the Instruments of Service in accordance with this Agreement.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 GENERAL**

Owner agrees that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project. Except for negligent acts and defects in the plans and specifications, Owner agrees to indemnify and defend Architect and its subconsultants against claims made by the Contractor or subcontractor unless the claim is for Architect's or Architect's subconsultant negligent acts, errors or omissions in the plans and specifications.

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in ~~any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~ Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** ~~The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement except as specifically provided in Section 9.7.~~ The Architect and Architect's subconsultants shall indemnify and hold the Owner and it's officers, employees and successors, harmless from and against all damages, losses and judgments, including reasonable attorneys' fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to Architect's services. Architect's liability arising from this indemnification and its liability for damages generally in connection with the Agreement, shall be limited to one million dollars ($1,000,000.00). Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

8.1.3.1 Owner assumes liability for and agrees to indemnify, and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from negligent acts, errors or omissions of Owner, its agents, employees, consultants or contractors (collectively for this indemnity "Owner Entity"). This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Architect in writing. Owner shall provide written notice of any known inconsistencies in the Architect's services expeditiously after discovery. Owner has no obligation to investigate Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

8.1.4 Direct negotiation, as defined below, will be the initial process utilized by the parties. Either the Owner or the Architect may make a request for direct negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation representatives of the parties shall be the Owner's designated representative, as defined in Section 1.1.8 and the Architect's designated representative, as defined in Section 1.1.11. Direct negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's designated representatives. Each party shall document results of the direct negotiation, and these documents shall be exchanged between the parties.

Formatted: AIA Agreement Body Text

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3093510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. ~~as a condition precedent to binding dispute resolution.~~ If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation ~~or by binding dispute resolution.~~

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 ~~If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
*~~(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~*

~~[ « » ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ « » ] Litigation in a court of competent jurisdiction~~

~~[ « » ] Other (Specify)~~

~~« »~~

**~~§ 8.3 ARBITRATION~~**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes:



(1431390311)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**§ 10.8** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

«Architect's Basic Services compensation shall be calculated as a fee of six percent (6%) of the Owner's construction budget. Additionally, Architect shall be entitled to compensation for Alternates (Add/Deduct) where design services have been provided, whether accepted or not by the Owner. Compensation for alternates shall be based on 6% of the lowest bona fide bids received.

In the event that the construction budget is increased by the Owner, Architect's compensation shall be adjusted as six percent (6%) of the revised budget. If an increase in the contract sum occurring after execution of the contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, the Owner's budget shall be increased accordingly. Architect shall retain the following consultants:

Structural Engineer
Mechanical Engineer
Electrical Engineer
Plumbing Engineer
Landscape Architect » »

**Formatted:** Font: (Default) Times New Roman

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

«Lump sum fee or hourly rate, as mutually agreed upon by the parties and documented by Amendment to the Agreement. »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

«To be negotiated. »

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « » %), or as otherwise stated below:

«To be negotiated. »

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | «Fifteen » | percent ( | «15 » | %) |
| Design Development Phase | «Twenty » | percent ( | «20 » | %) |
| Construction Documents Phase | «Fifty » | percent ( | «50 » | %) |
| Bidding or Negotiation Phase | «Five » | percent ( | «5 » | %) |
| Construction Phase | «Ten » | percent ( | «10 » | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate |
|---|---|
| «Architect | $140.00/hour |
| Project Coordinator | $115.00/hour |
| Interior Design Services | $100.00/hour |
| CADD Draftsperson | $85.00/hour |
| Clerical | $55.00/hour |
| Consulting Engineers | To be specified upon authorization » |

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and in the event Architect desirses any reimbursement, said reimbursement shall be agreed upon in writing by the parties. ~~and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

~~.1 Transportation and authorized out-of-town travel and subsistence;~~

~~.2 Long-distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~

~~.4 Printing, reproductions, plots, standard form documents;~~

~~.5 Postage, handling and delivery;~~

Formatted: AIA Agreement Body Text

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «ten » percent ( «10 » %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«Ten percent (10%) of Architect's fee, as indicated in Article 11.1. »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of «zero » ($ «00 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «sixty » ( «60 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

«0.5 » % «monthly »

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

11.10.5 The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each phase of services, as appropriate.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

« The Owner and the Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of the Work as outlined in Section 6.3. Owner agrees to require the Architect to establish a Design and Construction Contingency of five percent (5%) of the Cost of the Work for changes in the construction of the project and for omissions, ambiguities or inconsistencies in the construction documents. The Design and Construction Contingency shall be allocated, respectively, to construction changes, three-fourths (3/4) and to construction documents, one-fourth (1/4). The Design and Construction Contingency will be used, as required, to pay for any such increased cost and changes due to construction modifications or adjustments to the construction documents.

Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes:
(1431390311)

Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable, the Architect cannot and does not warrant their accuracy.

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

It is acknowledged that the Architect has been requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner. The Architect agrees to do so in reliance upon the Owner's assurance that the Owner will make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the Architect and not completed per the Owner's direction, except only those damages, liabilities or costs caused by the negligence or willful misconduct of the Architect.

Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for Owner not employed by Architect. Architect's sole liability in connection with the services of Owner's consultants or design-build contractors shall be to coordinate Owner's consultant's portion of the Instruments of Service. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants. Architect is not responsible to Owner or any third parties for errors, omissions or other deficiencies in the services of any other design professional or design-build contractor rendering design, engineering or related services for benefit of Owner or the Project, whether retained by Architect or Owner. Architect's sole liability in connection with the services of consultants or design-build contractors shall be to coordinate the consultant's portion of the Instruments of Service. Architect shall take whatever action is reasonably necessary, including, if necessary, an assignment of rights to enable Owner to pursue its claims for errors, omissions and deficiencies directly against any consultant retained by Architect. Owner shall require consultants or design-build contractors retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants. »

The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

»

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431390311)

«--»

.32 Other documents:
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

«Exhibit A, attached
Exhibit B, attached
Supplemental Drawing, attached» »

Formatted: Pattern: Clear (Gray-25%)

This Agreement entered into as of the day and year first written above.

| OWNER | ARCHITECT |
|---|---|
| *(Signature)* | *(Signature)* |
| « ~~Christopher Cotten~~ »«~~Director, Parks and Recreation Department~~Samuel Anselm, Interim City Manager, City of Joplin » | «R. Chad Greer, AIA»«, Principal» |
| *(Printed name and title)* | *(Printed name and title)* |

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:13:40 on 01/20/2014 under Order No.3893510162_1 which expires on 02/21/2014, and is not for resale.
User Notes: (1431393111)

# SECOND &THIRD READING

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

# NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: June 2, 2014**

**Item: SITE PLAN REVIEW FOR NORTHEAST CORNER 15TH STREET & RANGE LINE ROAD**

**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

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

Public Works Director: Nicholas A. Heatherly nah Date: 5/16/14
Interim City Attorney: Peter C. Edwards PE Date: 5/19/14
Interim City Manager: Samuel L. Anselm Date: 5/16/14
Board or Commission: Planning and Zoning Commission MOW Date: 5/12/2014

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

SUMMARY/REQUEST:
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

STAFF SUMMARY:
This Site Plan Review is for the development of two separate commercial-retail buildings. The west building ("Building A") will contain 9,555 square feet for up to six tenants. The east building ("Building B") will contain 6,580 square feet for up to four tenants. A variance was approved by the Board of Adjustment on April 18, 2014 to allow the building to be partially constructed under an existing billboard near the northwest corner of the property.

Access Management: The site will have one main point of access of 15th Street, with multiple shared accesses, including an access from Shake's (to the east), access from My Dentist (to the north) and access from Slumberland (to the north).

Parking: A total of 84 spaces have been provided, including 4 ADA spaces.

Building Design & Materials: The site will contain two separate commercial-retail buildings with a mixture of building materials, including: CMU (concrete block), brick veneer, stucco and EIFS. The buildings will be similar in design and style to Bel-Aire Plaza at 20th Street and Range Line Road.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a variety of street trees, parking lot trees, and shrubs.

Buffering: No buffering is required since the site adjoins other commercial properties in the same zoning district.

Stormwater Management: On-site detention will be provided on the north and west side of the development.

Staff recommends approval of Case 018-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger appeared on behalf of the ownership of OZH, LLC. They will be acquiring the property in the next couple of weeks on the 47-foot strip from Slumberland for additional parking. As part of that agreement, he has an agreement with them for cross-access maintenance and ingress and egress. This agreement will discuss backing up the dumpster to that lot.

Mr. Mellinger hasn't executed the agreement yet because he hasn't closed on the land. He is awaiting approval of the site plans but also the seller having an appraisal completed, so he is awaiting the Small Business Administration to grant final approval.

Mr. Mellinger's proposed development contains less square footage than the pre-tornado development but is arranging it in a way that's more effective from a traffic standpoint.

Mr. Eastman asked what size spaces the development will contain, and Mr. Mellinger replied they will start at 1,200 square feet and go up. He has several users for 1,200 to 1,500 square foot spaces, but most of the spaces will contain 1,500 to 2,200 square feet.

Mr. Eastman asked about the price per space, and Mr. Mellinger was not sure at this time. He is still awaiting the final building plans, with the rent probably being mid 20s per square foot and up. The smaller users that want higher profile locations don't have any place to go. Some people may want to lease the whole spot or the whole building, but he felt like creating smaller spaces could allow for a bigger pool of prospects. The smaller spaces are usually the first ones to be leased.

Mr. Brown asked if 15th Street contains a median. Mr. Mellinger replied that 15th Street is not a public street. It's an easement that is owned by a private individual. The entrance to the property is about 205 feet back from Range Line Road. The entrance to the previous development was close to Range Line, creating problems with ingress and egress when traffic was stacked coming from Wal-Mart. A shared access will also serve the dental office to the north.

Mr. Duncan mentioned that when Kum & Go was being developed, the staff said 15th Street would be curbed and would become a regular street. Mr. Wright replied that is part of the future plan to make 15th Street a public street all the way up to the Wal-Mart entrance. The site plan takes that into consideration with where the entrance is being placed, with sufficient right-of-way being allowed for the future expansion of the intersection.

Mr. Duncan asked about a schedule or timeline on expansion of the intersection, and Mr. Wright replied nothing definite at this time.

PUBLIC COMMENT: None.

Z&P Meeting: May 12, 2014
City Council Meeting: June 2, 2014

# STAFF PLANNING REPORT
## Site Plan Review

**CASE 018-14:**

A request for a Site Plan Review for the development of 15th Street Plaza, a proposed commercial development in a C-2 PD (Central Business District – Planned Development) at the Northeast corner of 15th Street and Range Line Road.

**NAME OF PROJECT:** 15th Street Plaza

**LOCATION:** Northeast corner of 15th Street and Range Line Road

**APPLICANT:** OZH, LLC (Owner) / Stanley Weaver (Architect)

**CORRIDOR:** S. Range Line Road

---

**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| C-2 PD (Central Bus. Dist. – Planned Development) | Vacant (Former Commercial) | 57,000 ft² / 1.31 acres |

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-2 PD | C-2 PD | C-2 PD | R-1 |
| Land Use | Commercial-Office | Commercial-Restaurant | Commercial-Gas & Convenience Store | Undeveloped |

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| 15th Street (private drive) | N/A | 75' |

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

No, the proposed access is an improvement to the previous access, which was too close to the 15th Street and Range Line Road intersection.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

---

**STAFF ANALYSIS:**

**DISCUSSION**

This Site Plan Review is for the development of two separate commercial-retail buildings. The west building ("Building A") will contain 9,555 square feet for up to six tenants. The east building ("Building B") will contain 6,580 square feet for up to four tenants. A variance was approved by the Board of Adjustment on April 18, 2014 to allow the building to be partially constructed under an existing billboard near the northwest corner of the property.

Access Management: The site will have one main point of access of 15th Street, with multiple shared accesses, including an access from Shake's (to the east), access from My Dentist (to the north) and access from Slumberland (to the north).

Parking: A total of 84 spaces have been provided, including 4 ADA spaces.

Building Design & Materials: The site will contain two separate commercial-retail buildings with a mixture of building materials, including: CMU (concrete block), brick veneer, stucco and EIFS. The buildings will be similar in design and style to Bel-Aire Plaza at 20th Street and Range Line Road.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a variety of street trees, parking lot trees, and shrubs.

Buffering: No buffering is required since the site adjoins other commercial properties in the same zoning district.

Stormwater Management: On-site detention will be provided on the north and west side of the development.

**Staff recommends approval of Case 018-14.**

**ENCLOSURES:**

Site Plan, Landscape Plan, and Building Elevations

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

RECEIVED 2-21-14.

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

**For Office Use Only**
Case No: 018-14
Filing: $350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: 05-12-2014

I. **Name of Project:** 15th STREET PLAZA

II. **Location of Project:** 15th & RANGE LINE RD.

III. **Name of Owner:** OZH, LLC.

IV. **Name of Person who Prepared the Site Plan:** STANLEY WEAVER

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

| Does the Site Plan comply with or show the following? | Yes | No |
|---|---|---|
| A. Name of the project, address, boundaries, date, north arrow and scale of the plan. | ✓ | |
| B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect. | ✓ | |
| C. Name and address of all owners of record of abutting parcels. | ✓ | |
| D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures. | ✓ | |
| E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments | | |

in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ✓ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ✓ ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ✓ ____

H. The location, height, size, materials, and design of all proposed signage. ✓ ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ✓ ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ✓ ____
2. water lines and fire hydrants; ✓ ____
3. telephone, cable and electrical systems; and ✓ ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ✓ ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. NA ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.)

requirements. ✓

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ✓

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. NA

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and NA

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. NA

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ✓

2. Maximum number of employees; NA

3. Maximum seating capacity, where applicable; N/A

4. Number of parking spaces existing and required for the intended use; and ✓

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ✓

SIGNATURE: _____ DATE: 2/21/14

BY: TEAM 6 ARCHITECTURE, LLC TITLE: ARCHITECT




0 85 170 340 510 680 Feet

**Case 018-14: 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) at the Northeast corner of 15th Street and Range Line Road. - OZH, LLC**

N

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

Mr. Harrington opened the public comment period for Case 018-14.

Mr. Mike Mellinger, P.O. Box 14260, Springfield, Missouri, appeared on behalf of the ownership of OZH, LLC. They will be acquiring the property in the next couple of weeks on the 47-foot strip from Slumberland for additional parking. As part of that agreement, he has an agreement with them for cross-access maintenance and ingress and egress. This agreement will discuss backing up the dumpster to that lot.

Mr. Mellinger hasn't executed the agreement yet because he hasn't closed on the land. He is awaiting approval of the site plans but also the seller having an appraisal completed, so he is awaiting the Small Business Administration to grant final approval.

Mr. Mellinger's proposed development contains less square footage than the pre-tornado development but is arranging it in a way that's more effective from a traffic standpoint.

Mr. Eastman asked what size spaces the development will contain, and Mr. Mellinger replied they will start at 1,200 square feet and go up. He has several users for 1,200 to 1,500 square foot spaces, but most of the spaces will contain 1,500 to 2,200 square feet.

Mr. Eastman asked about the price per space, and Mr. Mellinger was not sure at this time. He is still awaiting the final building plans, with the rent probably being mid 20s per square foot and up. The smaller users that want higher profile locations don't have any place to go. Some people may want to lease the whole spot or the whole building, but he felt like creating smaller spaces could allow for a bigger pool of prospects. The smaller spaces are usually the first ones to be leased.

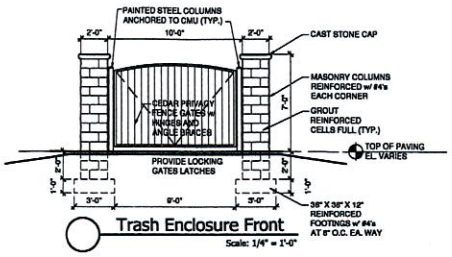
Mr. Brown asked if 15th Street contains a median. Mr. Mellinger replied that 15th Street is not a public street. It's an easement that is owned by a private individual. The entrance to the property is about 205 feet back from Range Line Road. The entrance to the previous development was close to Range Line, creating problems with ingress and egress when traffic was stacked coming from Wal-Mart. A shared access will also serve the dental office to the north.

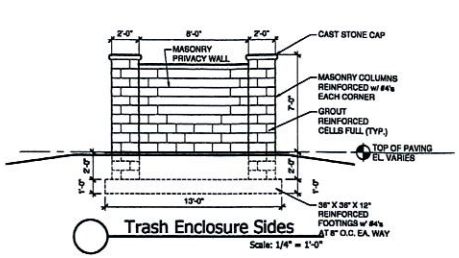
Mr. Duncan mentioned that when Kum & Go was being developed, the staff said 15th Street would be curbed and would become a regular street. Mr. Wright replied that is part of the future plan to make 15th Street a public street all the way up to the Wal-Mart entrance. The site plan takes that into consideration with where the entrance is being placed, with sufficient right-of-way being allowed for the future expansion of the intersection.

Mr. Duncan asked about a schedule or timeline on expansion of the intersection, and Mr. Wright replied nothing definite at this time.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 018-14.

**MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT THE SITE PLANS AS PRESENTED IN CASE 018-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. RAMSOUR VOTING "AYE"; AND WITH MR. CORTEZ AND MR. SMITH BEING ABSENT (5 IN FAVOR, 2 ABSENT).**




## Building A & B Information

CLIENT: OZH, L.L.C.

CONTRACTOR: TRI STATE BUILDING AND SUPPLY

ZONED COPD

PROPERTY AREA BUILDING A = 58,777 S.F.
SITE FLOOR AREA RATIO: 9,555 S.F. / 58,777 S.F. = 0.26

PROPERTY AREA BUILDING B = 23,685 S.F.
SITE FLOOR AREA RATIO: 6,580 S.F. / 23,685 S.F. = 0.27

OCCUPANCY : MERCANTILE

PROPOSED BUILDING A AREA: 9,555 S.F.
PROPOSED BUILDING B AREA: 6,580 S.F.

81 PARKING SPACES REQUIRED w/ (2) H.C. ACCESSIBLE. 16,135/200 = 81
84 PARKING SPACES PROVIDED w/ (4) H.C. ACCESSIBLE

PARKING LOT LIGHTS SHALL BE 400W METAL HALIDE CUT OFF FIXTURES ON 25' POLES MOUNTED ON 30" CONCRETE PEDESTALS.

UTILITY SERVICES TO PROPOSED BUILDINGS WILL BE DETERMINED BY MEP ENGINEER AND COORDINATED WITH UTILITY COMPANIES AND CITY OF JOPLIN DURING DESIGN DEVELOPMENT PHASE.

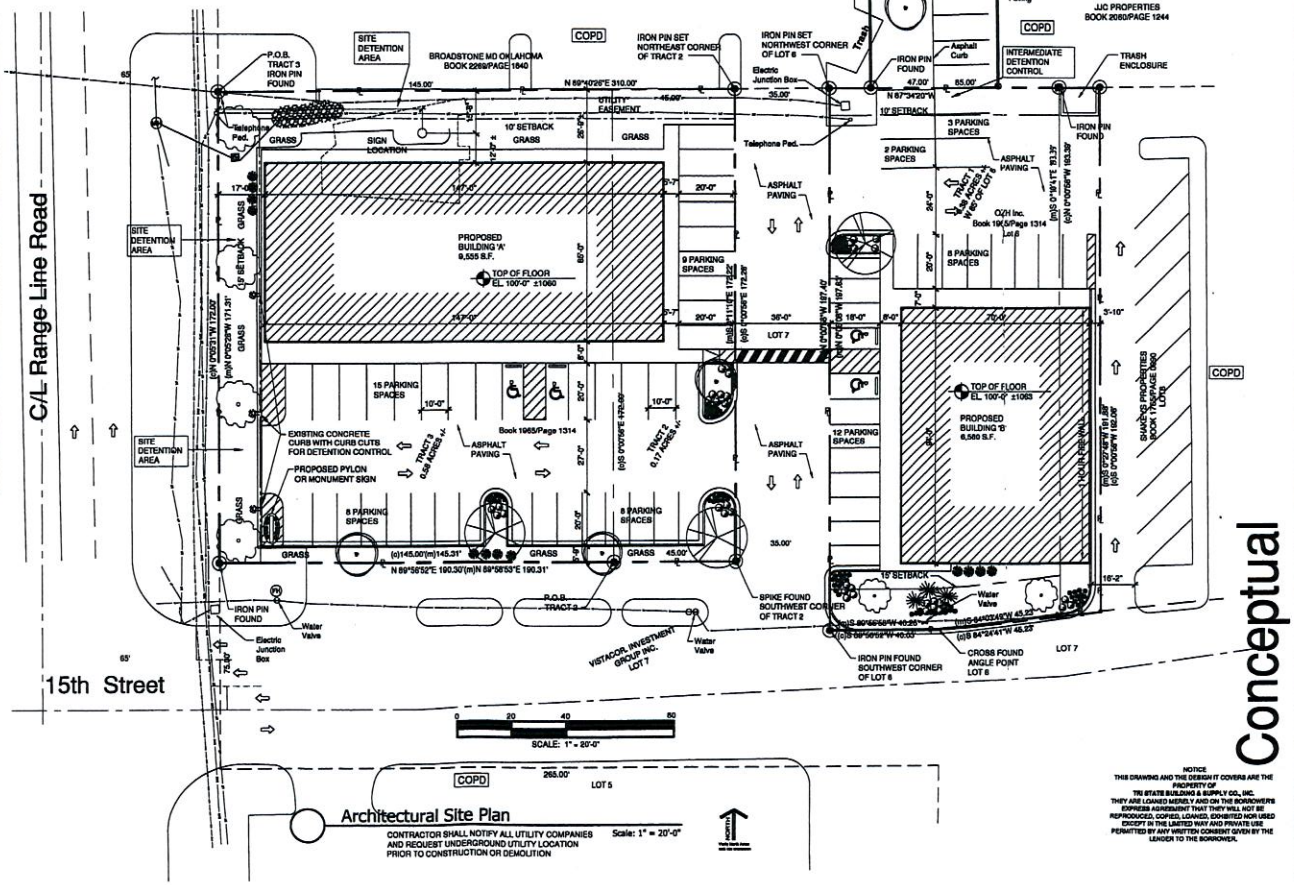
SURVEY BY STEWART & NEECE.

930 EXISTING CONTOURS

930 NEW CONTOURS

TEL. O.H.E. G S W S TEL. O.H.E.

VARIOUS SITE UTILITIES




## Architectural Site Plan

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION

Scale: 1" = 20'-0"

Conceptual

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF TRI STATE BUILDING & SUPPLY CO., INC. THEY ARE LOANED MERELY AND ON THE BORROWERS EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

REVISED
...

Project Coordinator
TRI-STATE BUILDING
P.O. BOX 1169 PITTSBURG, KANSAS 66762
TELE: 620.231.0360
FAX: 620.231.4275
EMAIL: tristatebldg@gmail.com

Project Engineer
TRIAD
ENVIRONMENTAL SERVICES
P.O. BOX 1507
PITTSBURG, KS 66762
p: 620.231.2980 f: 620.231.2981

Project Architect
TEAM 6
410 South 4th Ave
Joplin, MO 64801
p: 417.624.4000 f: 775.845.5105

PRELIMINARY NOT FOR CONSTRUCTION

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011039981

A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Buildings A & B
DRAWN BY
Sean
CHECKED BY
JHV
DATE
May 2014
SCALE
As Indicated
JOB NUMBER
TS 1312
Architectural Site Plan

1

## Scope of Work

1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING OF ANY PAYING FOR ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLAN.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULARITIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK AND PROVIDE ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND UTILITY LINES (TELEPHONE, GAS, WATER, ELECTRICAL, CABLE, TELEVISION, ETC...) PRIOR TO THE START OF ANY WORK.

## Seeding and Sodding Note:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH BERMUDA AT A RATE OF 3 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED.

ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER.

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

AREAS TO BE SODDED ARE DESIGNATED BY THE DOTTED HATCH AS SHOWN IN THE LEGEND.

## Sodding:

1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.

2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.

3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.

4. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

5. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.

## Plant Materials

1. PROVIDE PLANTS TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL, NESELY DEVELOPED BRANCHES AND VIGOROUS, FIBROUS ROOT SYSTEMS.

2. PROVIDE ONLY SOUND, HEALTHY, VIGOROUS PLANTS FREE FROM DEFECTS, DISFIGURING KNOTS, SUNSCALD INJURIES, FROST CRACKS, ABRASIONS OF THE BARK, PLANT DISEASE, INSECT EGGS, BORERS AND ALL OTHER FORMS OF INFESTATION.

3. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS SHALL BE REMOVED AT TIME OF PLANTING.

4. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN.

5. CRACKED OR MUSHROOMED ROOTBALLS ARE NOT ACCEPTABLE.

6. CALIPER MEASUREMENT FOR STANDARD (SINGLE TRUNK) TREES SHALL BE TAKEN AS FOLLOWS: SIX INCHES ABOVE THE NATURAL GRADE LINE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER; AND TWELVE INCHES ABOVE THE NATURAL GRADE LINE FOR TREES EXCEEDING FOUR INCHES IN CALIPER - UNLESS SPECIFIED DIFFERENTLY ON THE LANDSCAPE PLAN.

7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT.

## Tree Planting:

1. TREE HOLES SHALL BE EXCAVATED TO A WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL (LESS TWO INCHES).

2. SCARIFY THE SIDES AND BOTTOM OF THE TREE HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.

3. INSTALL THE TREE SO THE TOP OF THE ROOTBALL IS ONE TO TWO INCHES ABOVE THE SURROUNDING GRADE.

4. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. CLAY, ROCKS AND OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE. ADD NO ADDITIONAL COST TO THE OWNER.

5. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM'S LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DESCRETION. SHOULD ANY TREES FALL OR LEAN, IT WILL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING WILL CONSISTS OF, AT A MINIMUM: 15-30 GAL TREES (2) STAKES PER TREE 45 - 100 GAL TREES (3) STAKES PER TREE MULTI-TRUNK TREES NO MINIMUM

6. UPON COMPLETION OF THE PLANTING, AN EARTH WATERING BASIN WILL BE CONSTRUCTED AROUND THE TREE. THE INTERIOR OF THE TREE RING WILL THEN BE COVERED WITH THE WEED BARRIER CLOTH, AND TOPDRESSED WITH A THREE INCH LAYER OF MULCH (HARDWOOD MULCH IF PLANTED IN LAWN AREAS).

## Landscape Plan Notes:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.

2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.

3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.

4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. PRIOR TO COMMENCING WITH ANY WORK.

5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.

6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.

7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN.

8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

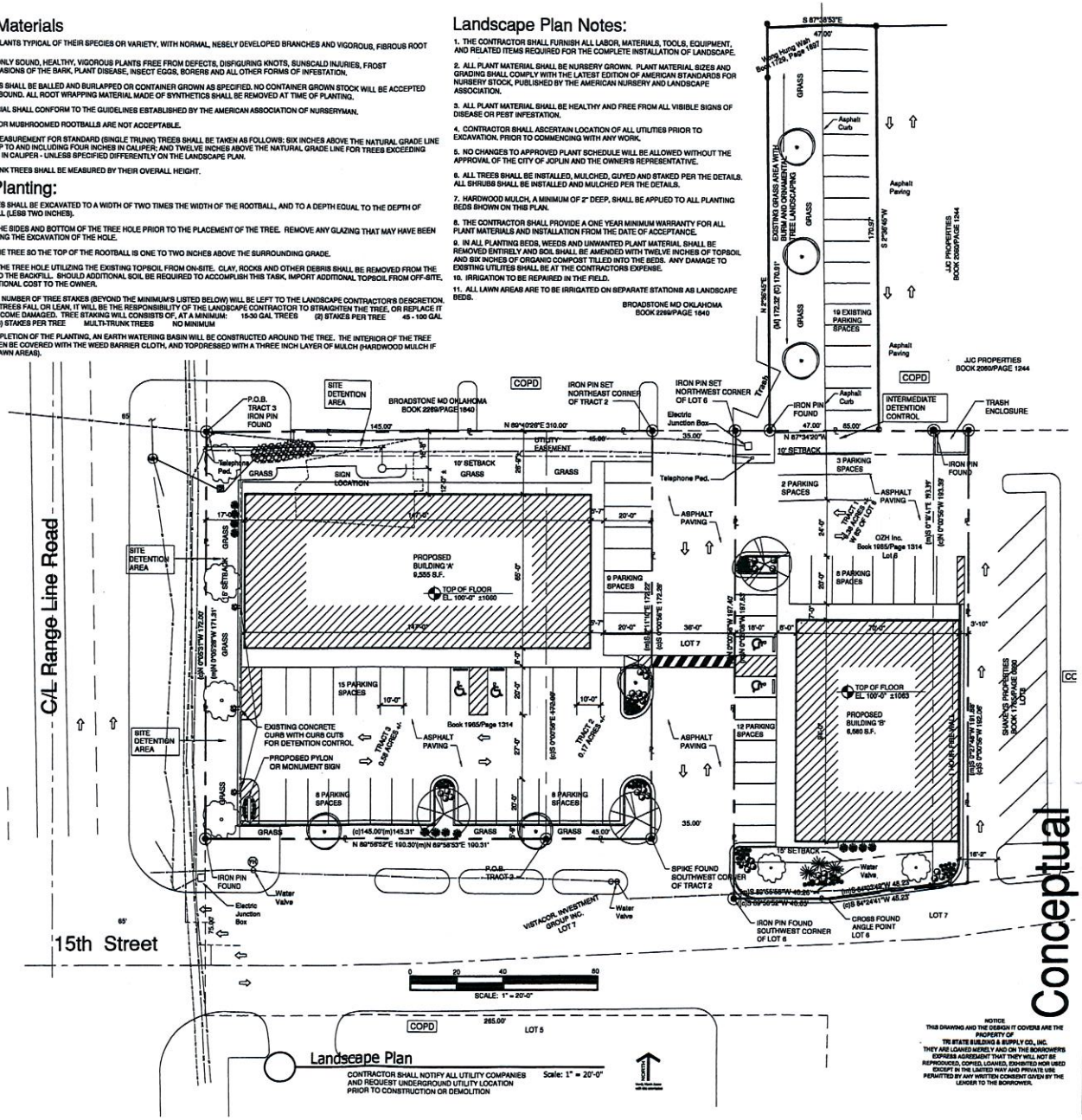
9. IN ALL PLANTING BEDS, WEEDS AND UNWANTED PLANT MATERIAL SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH TWELVE INCHES OF TOPSOIL AND SIX INCHES OF ORGANIC COMPOST TILLED INTO THE BEDS. ANY DAMAGE TO EXISTING UTILITES SHALL BE AT THE CONTRACTORS EXPENSE.

10. IRRIGATION TO BE REPAIRED IN THE FIELD.

11. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS.

## PROPOSED PLANT SCHEDULE

| NO. | SYM. | COMMON NAME<br>Botanical Name | SIZE/SPACING/REMARKS |
|---|---|---|---|
| | | U-3 BERMUDA SOD | AS SHOWN |
| 91 | | DWARF FOUNTAIN GRASS<br>Pennisetum alopecuroides 'Hamelin' | 1 GALLON # O.C. |
| 12 | | DWARF MAIDEN GRASS<br>Miscanthus sinensis 'Little Kitten' | 5 GALLON # O.C.<br>24" MIN AT TIME OF PLANTING |
| 0 | | GEORGIA PETITE INDIAN HAWTHORN<br>Rhaphiolepis x delacouri 'Georgia Petite' | 5 GALLON # O.C.<br>24" MIN AT TIME OF PLANTING |
| 35 | | CORAL DRIFT ROSE<br>Rosa 'Meidrifora' | |
| 0 | | WINTER GEM BOXWOOD<br>Buxus microphylla 'Winter Gem' | |
| 3<br>3 EXIST. | | HATCHEZ WHITE CRAPE MYRTLE<br>Lagerstroemia indica 'Hatchez' | |
| 3 | | BLUE ATLAS CEDAR<br>Magnolia grandiflora 'Little Gem' | |
| 3 | | LIVE OAK<br>Quercus virginiana | |
| 6 | | CHINESE PISTACHE<br>Pistacia chinensis | |




## Landscape Plan

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND REQUEST UNDERGROUND UTILITY LOCATION PRIOR TO CONSTRUCTION OR DEMOLITION

Scale: 1" = 20'-0"

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF TRI STATE BUILDING & SUPPLY CO., INC. THEY ARE LOANED MERELY AND ON THE BORROWERS EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

Conceptual

REVISED

TRI-STATE BUILDING
P.O. BOX 1418 PITTSBURG, KANSAS 66762
TELE: 620-231-0360
FAX: 620-231-0378
EMAIL: tristatebuilding@sbcglobal.net

Project Coordinator
DESIGN GROUP
TELE: 620-231-0360
FAX: 620-231-0378
EMAIL: tristatebuilding@sbcglobal.net

Project Architect
TEAM 6
410 South Adele
Joplin, Missouri 64801
p- 417.625.0025 f- 775.348.5195
archtteam6@msn.com

PRELIMINARY
Not for Construction
Bidding or Permit Purpose
Steven Lee Hall
Missouri
2011029561

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029561

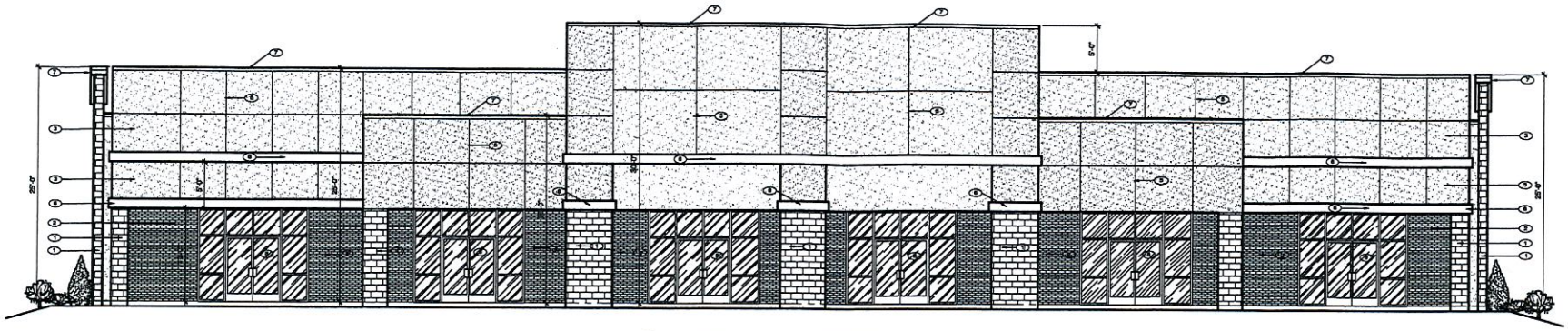
A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Buildings A & B

DRAWN BY
Team
CHECKED BY
steve
DATE
May, 2014
SCALE
As Indicated
JOB NUMBER
TS 1312

Proposed Landscape Plan

2



South Elevation Building A

Scale: 3/16" = 1'-0"



West Elevation Building A

Scale: 3/16" = 1'-0"

## Material Schedule

PROPOSED MATERIALS

| Mtl. | Material | Manufacturer - Color |
|---|---|---|
| 1 | ROCK FACE CMU | JBM BUCKSKIN |
| 2 | BRICK VENEER | JBM RED 530DARK |
| 3 | E.I.F.S. FIELD | DAPPER TAN P544 SW6144 |
| 4 | E.I.F.S. ACCENT | BRAINSTORM BRONZE P533 SW7033 |
| 5 | E.I.F.S. V-GROOVE | 3/4" AESTHETIC REVEAL |
| 6 | E.I.F.S. BANDING | BRAINSTORM BRONZE P553 SW7033 |
| 7 | METAL COPING | BRONZE MATCH E.I.F.S. CORNICE |
| 8 | ALUM. STOREFRONT | KAWNEER-451T VG BRONZE |
| 9 | STUCCO WAINSCOT 9'-0" | DAPPER TAN P544 SW6144 |

Conceptual

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF
TRI STATE BUILDING & SUPPLY CO., INC.
THEY ARE LOANED MERELY AND ON THE BORROWER'S EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

REVISED
...

TRI-STATE BUILDING
P.O. BOX 1418 PITTSBURG, KANSAS 66762
TELE: 620-231-3250
FAX: 620-231-2979
EMAIL: tristate@tsbg.net

Project Coordinator
DESIGN IT
TELE: 620-231-3250
FAX: 620-231-2979
EMAIL: tristate@tsbg.net

Project Architect
TEAM 6 Architecture, LLC
410 South Adele
Joplin, Missouri 64801
p: 417.623.3555 f: 417.623.3155
architecture@team6.us

PRELIMINARY
NOT FOR CONSTRUCTION
2014

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011039661

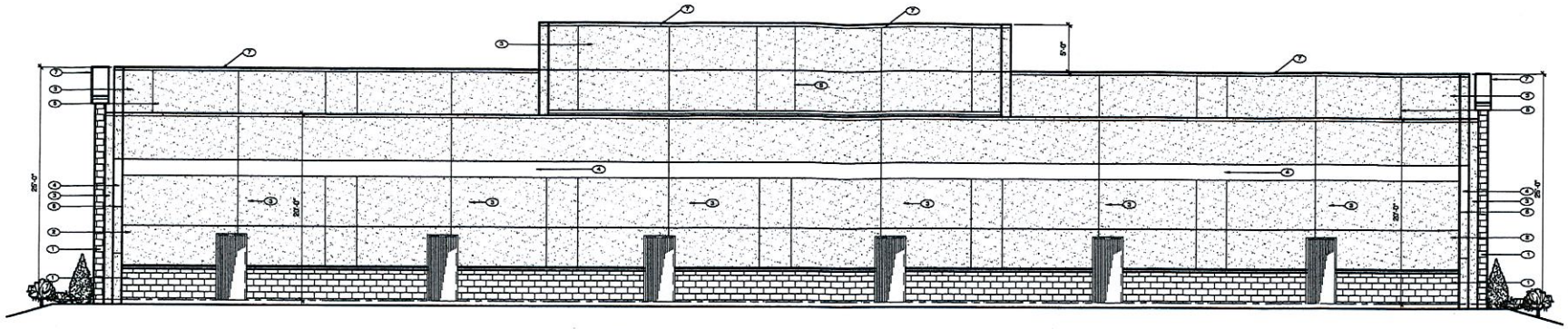
A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Building A

DRAWN BY
tvhs
CHECKED BY
slw
DATE
May 2014
SCALE
As Indicated
JOB NUMBER
TS 1312

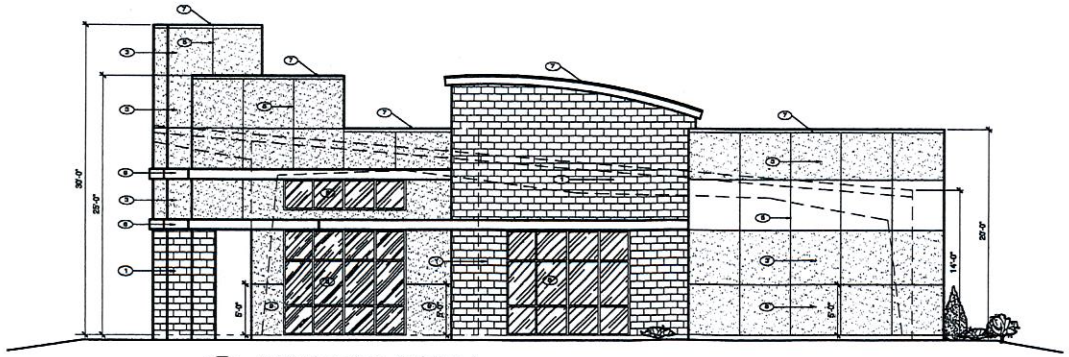
Exterior Elevations

3



North Elevation Building A

Scale: 3/16" = 1'-0"



East Elevation Building A

Scale: 3/16" = 1'-0"

## Material Schedule

PROPOSED MATERIALS

| Mk. | Material | Manufacturer - Color |
|---|---|---|
| 1 | ROCK FACE CMU | JBM BUCKSKIN |
| 2 | BRICK VENEER | JBM RED 630DARK |
| 3 | E.I.F.S. FIELD | DAPPER TAN P544 SW6144 |
| 4 | E.I.F.S. ACCENT | BRAINSTORM BRONZE P533 SW7033 |
| 5 | E.I.F.S. V-GROOVE | 3/4" AESTHETIC REVEAL |
| 6 | E.I.F.S. BANDING | BRAINSTORM BRONZE P533 SW7033 |
| 7 | METAL COPING | BRONZE MATCH E.I.F.S. CORNICE |
| 8 | ALUM. STOREFRONT | KAWNEER-451T VG BRONZE |
| 9 | STUCCO WAINSCOT 5'-0" | DAPPER TAN P544 SW6144 |

Conceptual

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF TRI STATE BUILDING & SUPPLY CO., INC. THEY ARE LOANED MERELY AND ON THE BORROWER'S EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

REVISED

TRI-STATE BUILDING
P.O. BOX 1418 PITTSBURG, KANSAS 66762
TELE: 620-231-3300
FAX: 620-231-0579
EMAIL: tristatebuilding@att.net

Project Coordinator
DESIGN
TELE: 620-232-5200
FAX: 620-232-5200
EMAIL: jdesign@sbcglobal.net

Project Architect
TEAM 6 Architecture, LLC
410 South Adele
Joplin, Missouri 64801
p: 417-623-2005 f: 417-624-5155
architecture@teamsix.us

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 05/08/14
NICHOLAS A. ROBINSON

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029551

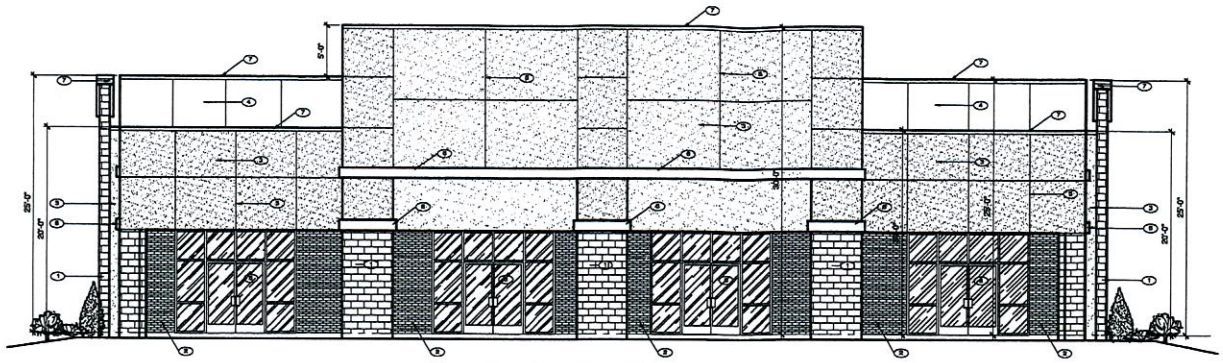
A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Building A

DRAWN BY
tcm
CHECKED BY
nar
DATE
May 2014
SCALE
As Indicated
JOB NUMBER
TS 1312

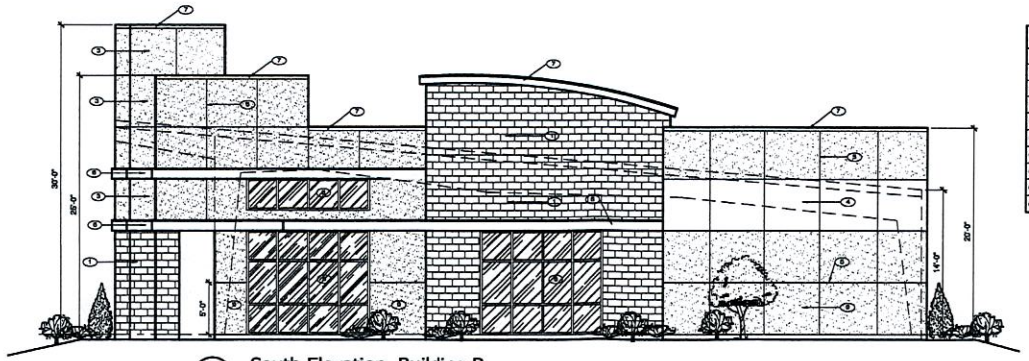
Exterior Elevations

4



West Elevation Building B

Scale: 3/16" = 1'-0"



South Elevation Building B

Scale: 3/16" = 1'-0"

## Material Schedule

PROPOSED MATERIALS

| Mk. | Material | Manufacturer - Color |
|---|---|---|
| 1 | ROCK FACE CMU | JBM BUCKSKIN |
| 2 | BRICK VENEER | JBM RED 530DARK |
| 3 | E.I.F.S. FIELD | DAPPER TAN P544 SW6144 |
| 4 | E.I.F.S. ACCENT | BRAINSTORM BRONZE P533 SW7033 |
| 5 | E.I.F.S. V-GROOVE | 3/4" AESTHETIC REVEAL |
| 6 | E.I.F.S. BANDING | BRAINSTORM BRONZE P533 SW7033 |
| 7 | METAL COPING | BRONZE MATCH E.I.F.S. CORNICE |
| 8 | ALUM. STOREFRONT | KAWNEER-451T VG BRONZE |
| 9 | STUCCO WAINSCOT 9'-0" | DAPPER TAN P544 SW6144 |

Conceptual

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF
TRI STATE BUILDING & SUPPLY CO., INC.
THEY ARE LOANED MERELY AND ON THE BORROWER'S EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

REVISED

...

TRI-STATE BUILDING
P.O. BOX 148 PITTSBURG, KANSAS 66762
TEL: 620-231-5250
FAX: 620-231-0075
EMAIL: tristatebuilding.net

Project Coordinator
DESIGN GROUP

Project Architect
TEAM 6 Architecture LLC
410 South Adele
Joplin, Missouri 64801
p: 417.625.0025 f: 775.248.5155
architecture@team6.us

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029661

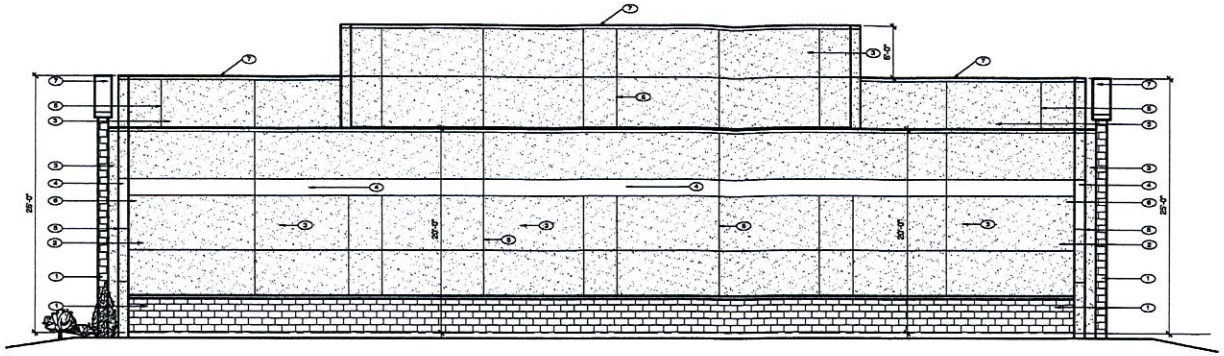
A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Building B

DRAWN BY
tcus
CHECKED BY
slw
DATE
May 2014
SCALE
As Indicated
JOB NUMBER
TS 1312

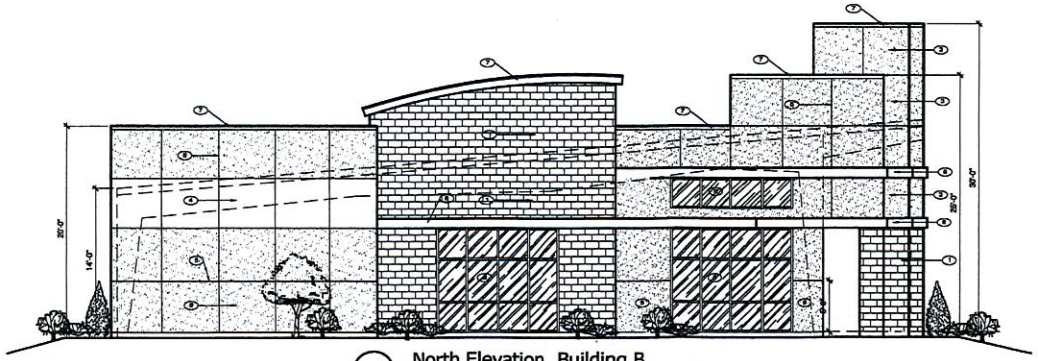
Exterior Elevations

5




West Elevation Building B

Scale: 3/16" = 1'-0"




North Elevation Building B

Scale: 3/16" = 1'-0"

## Material Schedule

PROPOSED MATERIALS

| Mk. | Material | Manufacturer - Color |
|---|---|---|
| 1 | ROCK FACE CMU | JBM BUCKSKIN |
| 2 | BRICK VENEER | JBM RED S30DARK |
| 3 | E.I.F.S. FIELD | DAPPER TAN P544 SW6144 |
| 4 | E.I.F.S. ACCENT | BRAINSTORM BRONZE P533 SW7033 |
| 5 | E.I.F.S. V-GROOVE | 3/4" AESTHETIC REVEAL |
| 6 | E.I.F.S. BANDING | BRAINSTORM BRONZE P533 SW7033 |
| 7 | METAL COPING | BRONZE MATCH E.I.F.S. CORNICE |
| 8 | ALUM. STOREFRONT | KAWNEER-451T VG BRONZE |
| 9 | STUCCO WAINSCOT 5'-0" | DAPPER TAN P544 SW6144 |

Conceptual

NOTICE
THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF
TRI STATE BUILDING & SUPPLY CO., INC.
THEY ARE LOANED MERELY AND ON THE BORROWER'S EXPRESS AGREEMENT THAT THEY WILL NOT BE REPRODUCED, COPIED, LOANED, EXHIBITED NOR USED EXCEPT IN THE LIMITED WAY AND PRIVATE USE PERMITTED BY ANY WRITTEN CONSENT GIVEN BY THE LENDER TO THE BORROWER.

REVISED
---

TRI-STATE BUILDING
P.O. BOX 1419 PITTSBURG, KANSAS 66762
TELE: 620-231-3260
FAX: 620-231-0575
EMAIL: tristatebuilding.net

Project Coordinator
DESIGN
TELE: 620-231-3260
FAX: 620-231-0575
EMAIL: jody@designplus.net

Project Architect
TEAM 6 Architecture, LLC
410 South Adele
Joplin, Missouri 64801
p: 417.623.0026 f: 775.246.5193
architecture@team6.us

PRELIMINARY
NOT FOR CONSTRUCTION

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011038661

A New Project for
OZH, L.L.C.
15th and Range Line Rd
Joplin, Missouri

Building B

DRAWN BY
Sean
CHECKED BY
alw
DATE
May 2014
SCALE
As Indicated
JOB NUMBER
TS 1312

Exterior Elevations

6