JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 4, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From Public Information Office
6. **Citizen Requests And Petitions**
   1. Katie Shelton Requested To Address Council Regarding City Practices Regarding The Prevention, Reporting, And Investigation Of Sexual And Physical Abuse.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-250
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2021-250 MINUTES.PDF
      CB 2021-250 STAFF REPORT.PDF
      CB 2021-250 SUMMARY.PDF
      CB 2021-250.PDF

   3. COUNCIL BILL NO. 2021-251
      AN ORDINANCE providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2021-251 MINUTES.PDF
      CB 2021-251 STAFF REPORT.PDF
      CB 2021-251 SUMMARY.PDF
      CB2021-251.ORDINANCE.PDF
8. **Consent Agenda**
   1. Minutes Of The December 21, 2021 City Council Meeting

      Documents:

DEC. 21,2020.PDF

2. Minutes Of The December 28, 2020 Special City Council Meeting

Documents:

MINUTES - SP. MTG. DEC. 28.32ND ST. PLACE TIF.PDF

3. COUNCIL BILL NO. 2020-178

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 (TSO601) project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-178.PDF

4. COUNCIL BILL NO. 2020-286

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located 3507 E 20th Street, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-286.PDF

9. Resolutions

1. RESOLUTION NO. 2021-001

A RESOLUTION authorizing the filing of a Second Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RS 2021-001 - 2019 ACTION PLAN SECOND SUBSTANTIAL AMENDMENT.PDF
RS 2021-001 SUMMARY.PDF
RS 2021-001.PDF

2. RESOLUTION NO. 2021-002

A RESOLUTION adopting a Compensation Philosophy to be used as a guideline for decisions affecting employee compensation matters by the City Council, management, employees and the citizens.

Documents:

RESOLUTION 2021-002 SUMMARY ADOPTION OF COMPENSATION PHILOSOPHY.PDF
RESOLUTION 2021-002 ADOPTING COMPENSATION PHILOSOPHY.PDF
CITY OF JOPLIN COMPENSATION PHILOSOPHY FINAL.PDF
COMPENSATION NEXT STEPS DEC 2020.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-500

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-500 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-500 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-500 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-103
   AN ORDINANCE approving an Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-103 AGREEMENT--CONNECTICUT ROW NEGOTIATIONS.PDF
   CB2020-103 CONNECTICUT ROW NEGOTIATIONS SUMMARY SHEET.PDF
   CB2021-103 MAP--CONNECTICUT WIDENING.PDF
   CB2021-103 CONNECTICUT ROW NEGOTIATIONS COUNCIL ORDINANCE.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

Notice posted at 12:00 p.m. on this the 31st day of December 2020. (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5-minute time limit.

4. 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.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. 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.

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2021-250

Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

Jill Sullivan, Chairman of the Historic Preservation Commission, 721 N. Sergeant, Joplin, MO. This is the presentation for the final City-owned cemetery for the Historic District. It is eligible for the Historic Districts for 5 of 10 of the criteria. Fairview Cemetery is a little different than the other cemeteries in Joplin because it has been used since 1832, prior to the incorporation of the city. In September 1873, approximately 6 months after the city was incorporated, E.R. Moffet was mayor at the time. He drafted and notarized a document stating that it would be used for public use. He created Joplin's first municipal cemetery. Fairview Cemetery had noted members of the community buried there and Veterans from the American Civil War, Spanish American War, both World Wars, Korea and Vietnam. Architecture is varied and you can see the reflections of the different time periods.

Mr. Ramsour asked Ms. Sullivan to briefly refresh the Commissioners of the other three cemeteries.

Ms. Sullivan stated the other three cemeteries were presented last month, November. The HP Commission did architectural surveys of all four cemeteries. The field work was done by the HP Commission. It did take a couple of years to acquire information for the nomination to the local landmarks.

Mr. Ramsour asked if any of the Commissioners have any questions?

Mr. Kimble stated that he wanted to know about the Northwest side. It is bare and he asked about the possibility of someone buying the property and developing it. Would it be impossible for someone to purchase that one piece of property and use it for something else, since it would be in the HP District?

Mr. Stanton stated that it would not be impossible for someone to purchase, but if the city decided to sell off that portion of the cemetery, either the City or the Buyer prior to the sale would have to request to rezone the property prior to the transaction.

Mr. Ramsour asked if there were any other questions from the Commissioners?

Mr. Stanton stated he had two questions from Ms. Phillips, she was unable to attend today. She was planning on calling in and did have these questions beforehand. The first question she had was, she recalled the first elected Mayor of Joplin has been interred there and wanted to know if he was included in the local landmark application?

Ms. Sullivan stated that there are many persons of note at all the cemeteries, but we do not intend to recognize that on the signs due to complications. There is only 200 words on the storyboards.

Mr. Stanton stated that the other question Ms. Phillips had was if the rezoning passes is there an opportunity for the stone wall to be restored.

Ms. Sullivan stated that she did not have enough knowledge about that to answer.

Mr. Thomas Walters, HPC Staff, 602 S. Main St. Joplin, MO. One of the most key features about designating a property historic is that it gives a limited jurisdiction for the Historic Preservation Commission to review any work that happens within the cemetery. If there was to be any work to be

done on the historic stone fence that would be appropriate either it would be far too expensive to fix, so they would vote to see if there is anything to honor it that would not contrast with it and it certainly not be removed. It would also make it eligible for grants especially the Historic Preservation fund grants if we were to do a restoration project. There are resources that can be provided to the Parks and Recreation Department.

Mr. Ramsour asked if there were any other questions from the Commission? There were not. Mr. Ramsour asked if there is there anyone in the audience to speak in favor of this case? There were not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 050-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: December 14, 2020
City Council Meeting: January 4, 2021

STAFF PLANNING REPORT
Rezoning

CASE 050-20 A request to rezone from R-1 (Single-family Residential) to R-1-HP (Single-family Residential Historic Preservation)

LOCATION Fairview Cemetery

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Cemetery	Approx. 50 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M2	M-2	M-2/R-1/C-1	R-1/R-3-PD
Land Use	Equipment Rental	Manufacturing	Vacant/Residential	Single-family Residential/Multi-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Maiden Ln.	Arterial	70'
W. 10th St.	Local	50'
W. 11th St.	Local	60'
S. Cunningham Ave.	Local	35'
W. Junge Blvd.	Collector	60'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be used for a residential which is appropriate for continued use as a cemetery.

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

The current zoning of R-1 is suitable in this area. The current and intended future use as a cemetery is consistent with the zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1-HP overlay will not be detrimental to the nearby property. The overlay will not have any changes or restrictions in the use of nearby property.

DISCUSSION

R-1-HP overlay zoning at this location is appropriate considering current use as a cemetery and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or county.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature.
10. Suitability of preservation or restoration.

Staff recommends approval of Case 050-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 050-20
Filing Fee: $550.00
Date Advertised: 11-29-20
Date Notices Sent 12-1-20
Public Hearing Date: 1-4-20

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S. Main Street, Joplin, MO ZIP: 64801

OWNER: City of Joplin PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: Fairview Cemetery

Present Zoning R-1 Requested Zoning: R1-HP Acreage: 49
Present Use of Property: Cemetery

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Industrial	M-2
South	Vacant / residential	M-2 & R-1
East	Industrial	M-2
West	residential	R3-PD

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Madden Lane
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 80'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Thomas Walters DATE: 11-17-20

EMAIL: twalters@joplinmo.org

TITLE: Planner

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No. _____

Meeting Date: _____

LOCAL LANDMARK NOMINATION FORM

LOCATION

Address: 1201 S. Maiden Ln., Joplin, MO, 64801

Property Name (historic or common): Fairview Cemetery

OWNER INFORMATION

Name: City of Joplin, Missouri

Phone: 417-624-0820

Address: 602 S. Main St., Joplin, MO 64801

FORM PREPARED BY (if other than owner)

Name: Jill Sullivan

Phone: 417-365-1420

Address: 721 N. Sergeant Ave., Joplin, MO 64801

Relationship to Owner: Commissioner, Joplin Historic Preservation Commission

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: Cemetery

Historic Use (if known): Cemetery

Public or Private: Public

Occupied or Unoccupied: N/A

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: Established 1873

Architect and/or Builder (if known): Unknown

Building Materials (foundation, walls, roof, etc.): The information kiosk is made of wood; tombstones vary, historic wrought iron fencing around a family plot.

Architectural Style: This cemetery does not adhere to any one specific architectural style, but, through the headstones and other elements, illustrates varying architecture types, as noted in

the Cemetery Survey Form included in the supporting documentation for this nomination. **Please see Cemetery Survey Form in supporting documentation.**
Site Description (property and surrounding area): Flat, about 40 acres. Trees and vegetation on grounds. **Please see the Legal Description in Attachment D – Supporting Documents.**

HISTORICAL SIGNIFICANCE

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Cemeteries are cultural wonders in their own right that reflect the broad spectrum of the heritage and the values of the communities in which they lay. Indeed, Joplin's cemeteries are reflections of the settling of our city. Like our historic architecture and landmark sites, our historic cemeteries are important factors in the telling of the development, values, and cultural character of our city. Additionally, cemeteries may be considered a facet of Heritage Tourism, defined as "traveling to experience the places, artifacts and activities that authentically represent the stories and people of the past." Cemeteries are among the places visited often by heritage tourists, illustrating that people have a deep interest in learning about the past through cemeteries. Fairview Cemetery has been owned and operated by the City of Joplin longer than any other city-owned cemetery. **Please see Attachment A.**

2. Its location as a site of a significant local, county, state, or national event: N/A

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Fairview Cemetery is associated with our city's earliest developers, leaders, and pioneers. For about 60 years, Fairview Cemetery was the only city-owned cemetery in which people could be interred, thus it's the final resting place for many of our community's founders. Former mayors, police, fire personnel, Masons and Shriners are interred at Fairview. Also, Fairview has two Grand Army of the Republic plots and other monuments which include highly decorated military personnel from the American Civil War to the present. **Please see Attachment A.**

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: N/A

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: N/A

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Like other cemeteries in Joplin (and cemeteries in general), the design, detailing, materials, and craftsmanship of the monuments within Fairview Cemetery embody a variety of architecturally significant types. Examples include the headstones/monuments themselves, the materials from which they are made, and the detail and decorative carvings found on them. Municipal cemeteries, such as Fairview, are meant to be useful to generations of residents and to reflect the tastes and values of the public in general. Thus, the entirety of the monuments within will not adhere to *one* particular style or type; rather they are a collection of the embodiments of different styles and types. In Fairview, one may find historic wrought iron fence and monuments comprised of materials that were in common use at the time the monuments were made, including metals (bronze, iron, and zinc) and stone (granite, marble, and slate), concrete, wood, and other uncommon or indigenous materials, such as shells, minerals, rocks, etc. A wide variety of religious, military, and other decorative carvings are found on Fairview's monuments. In Fairview, some monument types include die in socket, die on base, lawn markers, plaques, urn, architectural forms, statuaries, vaulted pedestals, and obelisk.

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: Fairview Cemetery's location is unique in that it's the first municipally-owned cemetery established in and by the City of Joplin.

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: N/A

10. Its suitability for preservation or restoration: Fairview Cemetery is well-suited for preservation and, as needed, restoration. Fairview, like the other city-owned cemeteries, is maintained by the Parks and Recreation Department of the City of Joplin. This department has performed ongoing maintenance and restoration at Fairview since the city acquired the cemetery in 1873. Creating a Local Historic Landmark District for Joplin's cemeteries does not alter the city's current commitment to maintaining its public cemeteries. **Please see Cemetery Survey Form in Attachment D – Supporting Documents for further details on physical condition of tombstones, markers, and monuments.**

(Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form. **Please see Attachment B.**
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available). **Please see Attachment C.**
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark. **Please see Attachment D.**

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Jill Sullivan

Signature: Jill Sullivan

Date: 28 June 2019

ATTACHMENT A - HISTORY

History of Fairview Cemetery *(Note: This history is derived from the attached supporting documentation.)*

Fairview Cemetery was in use as Joplin Cemetery as early as 1832, prior to the incorporation of the City of Joplin. In September 1873, about six months after the city's incorporation, Mayor E.R. Moffet, Joplin's first mayor, drafted and signed a notarized document stating that the cemetery would henceforth be released to the public for public use, thus creating Joplin's first municipal cemetery. It is not yet known when or why the name of the cemetery changed from Joplin Cemetery to Fairview Cemetery, but it's evident that 'Fairview' was in common use by 1914 and likely earlier.

Some sources indicate the land for Fairview Cemetery was donated by Patrick Murphy, the founder of Murphysburg, which, in March 1873, incorporated with Joplin City (now known as Joplin's East Town neighborhood) to become the City of Joplin.

For 60 years, Fairview was Joplin's only municipal cemetery. As such, Fairview Cemetery is associated with numerous city-founders and other persons of note. Some of them include the Murphy, Picher, and Zelleken families; Percy Wenrich; Harry and Jennings Young; Joel Livingston; Jessie F. Osborne; John B. Sergeant; Gilbert Barbee; John Reding; Thomas Gilyard; and Thomas Bellas.

Veterans from the American Civil War, the Spanish-American War, both World Wars, Korea, and Vietnam are interred at Fairview. As are Masons, members of the Order of the Eastern Star, Oddfellows, Shriners, and Woodsman. Fairview also contains a Potter's Field.

Persons of Note Interred at Fairview Cemetery *(Note: This list is a work in progress rather than a comprehensive list.)*

- Barbee, Gilbert – Pioneer citizen, political leader
- Bellas, Thomas – Early architect, Murphysburg homes
- Gilyard, Thomas – Victim of 1903 Joplin lynching
- Livingston, Joel – Author, early historian
- Murphy, Patrick – Founder of Murphysburg, community leader (later reinterred at Mt. Hope)
- Osborne, Jesse F. – Community leader, former mayor, lawyer, realtor, namesake of the Jesse F. Osborne Memorial Cemetery and the Osborne House.
- Picher, O. – Mine operator (later reinterred at Mt. Hope)
- Reding, John – Pioneer citizen
- Wenrich, Percy – Famous American composer of ragtime and popular music

- Young, Harry and Jennings – Career criminals
- Zelleken, Edward – banking, brewer, businessman, mining (later reinterred at Mt. Hope)

Veterans Interred at Fairview Cemetery

- Civil War
- Spanish-American War
- World War I
- World War II
- Korea Vietnam
- And more...

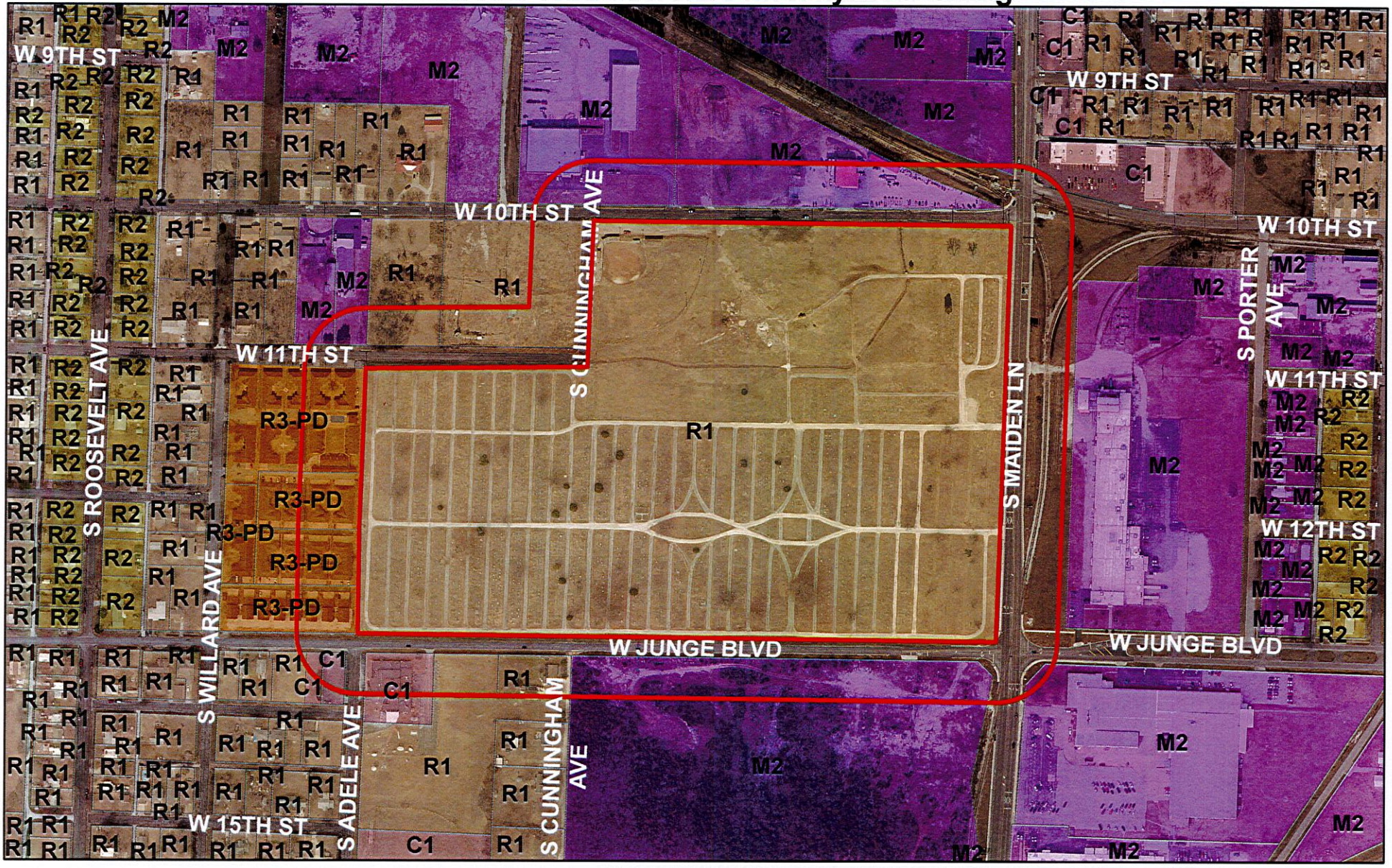
ATTACHMENT B - BIBLIOGRAPHY

Annotated Bibliography *(Note: Photocopies/scans of all articles and documents listed below follow this bibliography in Attachment D - Supporting Documents.)*

- Cemetery Survey Form
    - Survey form provided by the Missouri Department of Natural Resources Division of State Parks. This survey was completed by the Joplin Historic Preservation Commission's Cemeteries and Parks Subcommittee.
        - The purpose of the JHPC Cemeteries and Parks Subcommittee is to conduct research about and surveys of Joplin's four public cemeteries and Joplin's public parks to identify historic resources within those cemeteries and parks, as well as to complete and submit Local Landmark nominations for all city-owned cemeteries and parks to create a Local Landmark District. (Phase I: Cemeteries; Phase II: Parks)
        - Members: Paula Callihan, Chair; Nancy Morton, JHPC; Jill Sullivan, JHPC; Christopher Ferguson, Joplin Museum Complex; Paul Bloomberg, City of Joplin, Parks and Recreation; Dustin Parker, Parks and Recreation; Harvey Hutchinson, Parks and Recreation.
- Transcription of E.R. Moffet's Document, September 3, 1873
- E.R. Moffet's Document, September 3, 1873
- E.R. Moffet's legal description and field notes, 1873
- Plat map, 1873
- Current legal description
- 1914, June 28, Joplin Daily Globe: "Fairview Cemetery presents new aspect after improvements"
    - Article describes much-needed improvements that were made to the cemetery, such as mowing, grounds maintenance, new landscaping, etc. New rules to help maintain a nice cemetery environment are also discussed. Masons, Oddfellows, Knights of Pythias, Joplin volunteer firemen, and Grand Army of the Republic all have large lots in Fairview. Grounds donate by Patrick Murphy.
- 1931, October 18, Joplin Globe: "Fairview cemetery is reconditioned"
    - At the time, this was Joplin's *only* established city-owned cemetery. Note the final paragraph of the article, which states Fairview is nearly full and "plans for opening a new cemetery on the new cemetery tract on the McClelland park road" were being considered. The McClelland park tract referenced in this article is what became Parkway and Osborne cemeteries.
- 2010, April 16, online post (Source: Joplin News Herald): "Joplin's Potter's field"
    - Joplin's Potter's Field – historically where our poor and unforgotten are buried – is located at the western fringe of Fairview Cemetery.

- 2004, May 30, Joplin Globe: "Memorial Day evolved with Nation, Joplin"
    - As the oldest city cemetery, veterans from many wars, including as far back as the Civil War, are interred at Fairview.
- 2017, October 6, Joplin Globe: "Antique fence expected to draw bidders at auction"
    - In 2017, the City was to auction off an historic fence that once, partially if not completely, surrounded Fairview Cemetery.
- 2017, October 7, Joplin Globe: "City to rethink sale of antique fencing from cemetery"
    - Following the announcement of the auctioning off of the historic Fairview Cemetery fencing, the city decided rescind the decision to include the fence in the auction. It's clear that residents – family members, city staff, Council members, residents, etc. – care about preserving the historical integrity of our city's oldest (city-owned) cemetery.

Case 050-20: Fairview Cemetery - Rezoning



Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-250-Rezone to District R-1-HP

MEETING DATE:
January 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 050-20: Fairview Cemetery – A request to remove from District R-1 (Single-family Residential) and include in District R-1-HP (Single-family Residential Historic Preservation) for historic preservation – City of Joplin.

BACKGROUND:
The Historic Preservation Commission approved the cemetery for recommendation to the Planning and Zoning Commission on criteria:

1. Its character, interest, or value as part of the development heritage, or cultural characteristics of the community, county, state, or country.
2. Its location as a site of significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.
6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.
10. Suitability of preservation or restoration.

The overlay will not have any changes or restrictions in the use of nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Jill Sullivan, Chairman of the Historic Preservation Commission, 721 N. Sergeant, Joplin, MO. This is the presentation for the final City-owned cemetery for the Historic District. It is eligible for the Historic Districts for 5 of 10 of the criteria. Fairview Cemetery is a little different than the other cemeteries in Joplin because it has been used since 1832, prior to the incorporation of the city. In September 1873, approximately 6 months after the city was incorporated, E.R. Moffet was mayor at the time.

Mr. Kimble stated that he wanted to know about the Northwest side. It is bare and he asked about the possibility of someone buying the property and developing it. Would it be impossible for someone to purchase that one piece of property and use it for something else, since it would be in the HP District?

Mr. Stanton stated that it would not be impossible for someone to purchase, but if the city decided to sell off that portion of the cemetery, either the City or the Buyer prior to the sale would have to request to rezone the property prior to the transaction.

Mr. Stanton stated he had two questions from Ms. Phillips, she was unable to attend today. She was planning on calling in and did have these questions beforehand. The first question she had was, she recalled the first elected Mayor of Joplin has been interred there and wanted to know if he was included in the local landmark application?

Ms. Sullivan stated that there are many persons of note at all the cemeteries, but we do not intend to recognize that on the signs due to complications. There is only 200 words on the storyboards.

Mr. Stanton stated that the other question Ms. Phillips had was if the rezoning passes is there an opportunity for the stone wall to be restored.

Mr. Thomas Walters, HPC Staff, 602 S. Main St. Joplin, MO. One of the most key features about designating a property historic is that it gives a limited jurisdiction for the Historic Preservation Commission to review any work that happens within the cemetery. If there was to be any work to be done on the historic stone fence that would be appropriate either it would be far too expensive to fix, so they would vote to see if there is anything to honor it that would not contrast with it and it certainly not be removed. It would also make it eligible for grants especially the Historic Preservation fund grants if we were to do a restoration project. There are resources that can be provided to the Parks and Recreation Department

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 2 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2021-250, Staff Planning Report, P&Z Commission Minutes

P & Z Case 050-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Fairview Cemetery, City of Joplin, Jasper County, Missouri.

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

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

Tract 1: The Southeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri. Tract 2: Lots 3, 4, 5, 6 7, 8, 9, 10, 15, 16, 17, and 18 in West Summit Addition to the City of Joplin, Jasper County, Missouri. EXCEPT from Tracts 1 and 2 any part Platted as Fairview Cemetery Plats, 1, 2, 3, 4, 5, 6, 8, 9 and 10 and J.M. Lanes to Fairview Cemetery. Tract 3: All of Fairview Cemetery Plats 1, 2, 3, 4, 5, 6, 8, 9 and 10, and J. M. Lanes to Fairview Cemetery

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-251

Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

Gary Rose, 4699 SE 60th St., Galena, KS. Here to see if the drainage ditch could be moved off Lots 4-10 at Callaway Ridge for the purpose of building residential homes.

Mr. Ramsour asked if there were any questions from the Commission?

Mr. Rose stated that they want to move it straight back to the west.

Mr. Kimble asked if the ditch was underground or a ditch above ground? Will it have any bearing to the property to the west?

Mr. Rose stated it was a ditch above ground. There will not be any bearing on the properties to the west.

Mr. Ramsour asked if the City has any issues with this? Mr. Stanton stated they did not. The Engineering Department and our Stormwater Engineer did approve the relocation of the ditch. It will be straightened out version.

Mr. Ramsour asked if there were any other questions from the Commission? There were not. Mr. Ramsour asked if there is there anyone in the audience to speak in favor of this case? There were not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 051-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: December 14, 2020
City Council Meeting: January 4, 2021

STAFF PLANNING REPORT
Vacation

CASE 051-20 A request to vacate a 20' wide drainage easement.

APPLICANT Gary Rose

REPRESENTATIVE Gary Rose

LOCATION West of the West right-of-way line of Callaway Dr.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Drainage Easement	Approximately 1000' x 20'

REASON FOR VACATION

Gary Rose is representing a client who is looking to begin construction on a home on three lots where the existing easement nearly bisects each lot, hindering the placement of any structure on the lots while still meeting our setback requirements.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Drainage ditch has been rerouted to the rear of the lots, out of the way of potential future development.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

Gary Rose is representing a client who is looking to begin construction on a home on three lots where the existing easement cuts through the middle, making it difficult to locate a structure outside of the easement while still maintaining the 25-foot setbacks for the front and backyards. In conjunction with neighbors to the North, a new drainage ditch has been constructed on the rear of the lots that is out of the way of any potential structures and has been approved by the City's Engineering Department. A new easement will be granted over this new drainage ditch.

To be clear, this is strictly a drainage easement, meaning no other utilities other than the City's Stormwater Utilities are affected by this vacation request. In order to allow for the construction to take place on these three lots as well as other vacant lots to the North, and to remove a redundant easement, staff recommends approval of this vacation.

Staff recommends approval of Case 051-20.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments 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.: 051-20
Filing Fee: $550.00
Date Advertised: 11-29-20
Date Notices Sent 12-1-20
Public Hearing Date: 1-4-21

I. Applicant Name: Gary Rose Phone: 417-439-5333

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 1632 S. Madison St. Ste F Zip: 64870
Webb City, Mo.

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility Vacation_____

Other (Please specify) Drainage Ditch

III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

3. In justice to the applicant(s) the vacation should be granted. Build a new home

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	**Jeff Lebeda**	**jeff.lebeda@libertyutilities.com**	**417-625-6159**
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	**Keri Bledsoe**	**keri.bledsoe@sparklight.biz**	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	**Mandy Butkovich**	**mandy.butkovich@spireenergy.com**	**816-472-3767**
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	**Steven Martinez**	**smartine@joplinmo.org**	**417-624-0820 x531**

*Must contact BOTH contacts at Spire Energy.

Signature

11/6/2020

Date

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that Gary Box, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a drainage ditch.

Located at: Calloway Ridge

For the following purpose: Build a new home.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☒ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☒ Other: Dedicate new easement over new drainage ditch.

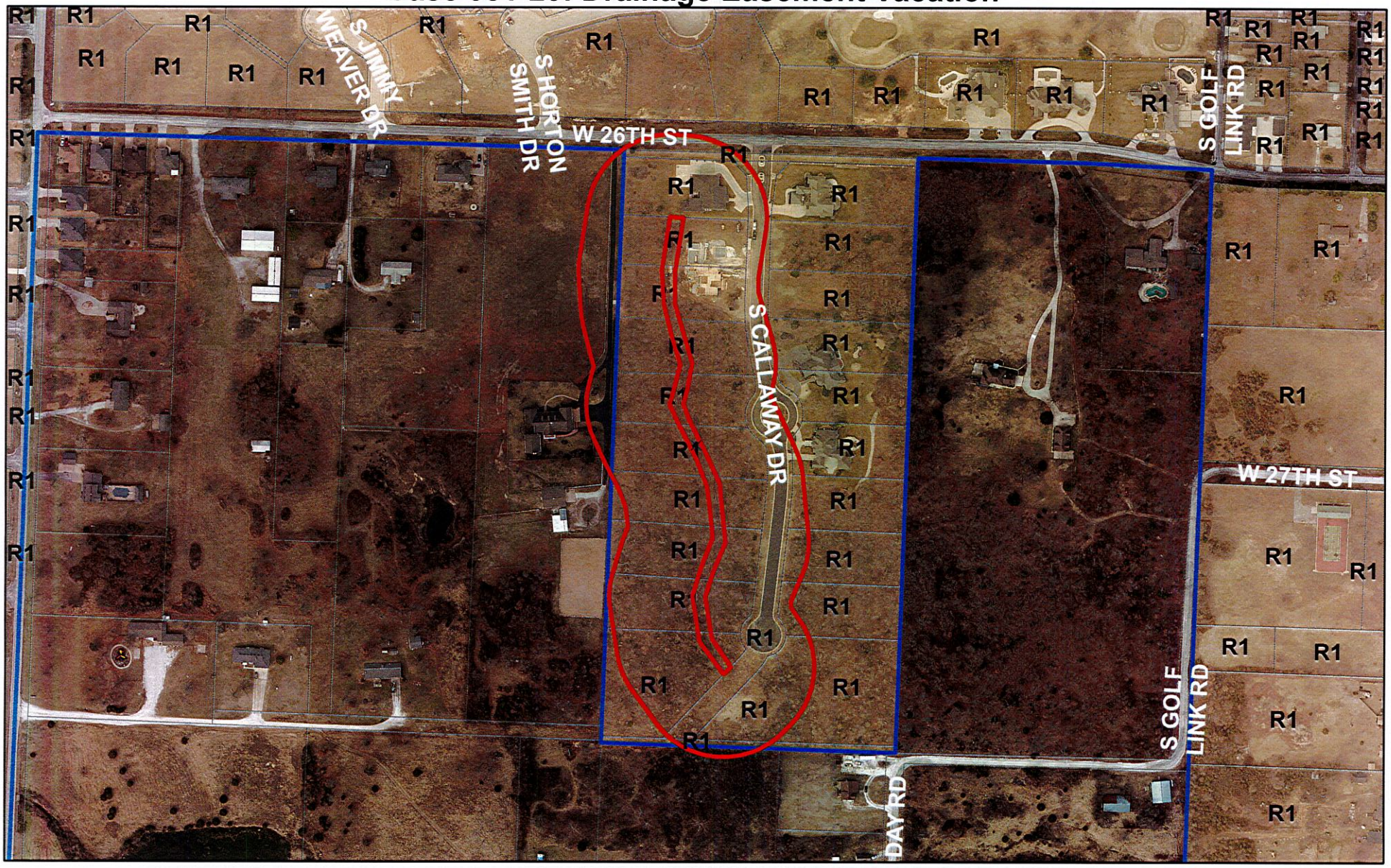
Please return this form within **21 days** to the applicant listed above.

Steve Martinez — Authorized Representative

12/10/20 — Date

Stormwater — Name of Utility

Case 051-20: Drainage Easement Vacation



Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-251-Drainage Easement Vacation

MEETING DATE:
January 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 051-20: Drainage Easement Vacation – A request to vacate a 20' wide drainage easement lying on property abutting the West right-of-way line of Callaway Dr. – Gary Rose

BACKGROUND:
Construction on a home on three lots where the existing easement cuts through the middle, making it difficult to locate a structure outside of the easement while still maintaining the 25-foot setbacks for the front and backyards. In conjunction with neighbors to the North, a new drainage ditch has been constructed on the rear of the lots that is out of the way of any potential structures and has been approved by the City's Engineering Department.

PLANNING & ZONING COMMISSION TESTIMONY:
Gary Rose, 4699 SE 60th St., Galena, KS. Here to see if the drainage ditch could be moved off Lots 4-10 at Callaway Ridge for the purpose of building residential homes. He also stated that they want to move it straight back to the west.

Mr. Kimble asked if the ditch was underground or a ditch above ground? Will it have any bearing to the property to the west?

Mr. Rose stated it was a ditch above ground. There will not be any bearing on the properties to the west.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval (5 Favor, 2 Absent)
Staff recommends approval of Case 051-20.

ATTACHMENTS
CB 2021-251, Staff Planning Report, P&Z Commission Minutes

COUNCIL BILL NO. 2021-251 ORDINANCE NO.

AN ORDINANCE providing the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a 20-foot-wide drainage easement lying on property abutting the West right-of-way in the City of Joplin, Jasper County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A perpetual drainage easement described as a 20.00 feet wide strip of land, being all that part of the Grantor's land as described in Book 2072 at Page 333 of the Jasper County Recorder's Office, lying 10.00 feet on each side of the following described centerline: commencing an existing one-half inch iron pin capped LS-2005000054 at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 27 North, Range 33 West, Jasper County Missouri; thence South 01 degrees 53 minutes 12 seconds West, along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 350.82 feet for the point of beginning; thence South 53 degrees 14 minutes 25 seconds East, a distance of 87.73 feet; thence along a curve to the right, through a central angle of 40 degrees 27 minutes 09 seconds, with a radius of 50.00 feet and an arc distance of 35.30 feet; thence South 12 degrees 47 minutes 16 seconds East, a distance of 14.51 feet; thence along a curve to the left, through a central angle of 13 degrees 52 minutes 29 seconds, with a radius of 100.00 feet and an arc distance of 24.22 feet; thence South 26 degrees 39 minutes 44 seconds East, a distance of 56.37 feet; thence along a curve to the Right through a central angle of 27 degrees 26 minutes 32 seconds, with a radius of 100.00 feet and an arc distance of 47.90 feet; thence South 00 degrees 46 minutes 47 seconds East, a distance of 127.77 feet; thence along a curve to the left, through a central angle of 16 degrees 01 minutes 40 seconds, with a radius of 100.00 feet and an arc distance of 27.97 feet; thence South 15 degrees 14 minutes 53 seconds East, a distance of 104.06 feet; thence South 00 degrees 41 minutes 29 seconds West, a distance of 46.19 feet; thence South 14 degrees 30 minutes 33 seconds East, a distance of 141.32 feet; thence South 17 degrees 22 minutes 09 seconds East, a distance of 79.95 feet; thence along a curve to the Right, through a central angle of 38 degrees 51 minutes 23 seconds, with a radius of 50.00 feet and an arc distance of 33.91 feet; thence South 21 degrees 29 minutes 14 seconds West, a distance of 240.00 feet; to the South line of said Northeast Quarter of the Southwest Quarter for a terminus, said point being South 87 degrees 57 minutes 47 seconds East, a distance of 167.57 feet from the Southwest Corner of said Northeast Quarter of the Southwest Quarter.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
DECEMBER 21, 2020
MEETING MINUTES

CALL TO ORDER

The December 21, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Monteleone.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple (via phone), Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Retirement Proclamation for Judy Stiles: Mayor Stanley presented a proclamation to recognize Judy Stiles on her retirement from MSSU. Mayor Stanley thanked Judy for her dedication to public service, especially all the years of televising the city council meetings.

Retirement Resolution for Linda White: Mayor Stanley read a resolution recognizing Linda White upon her retirement after 36 years and 7 months of service. At the time of her retirement, Linda was an Engineering Assistant within the City of Joplin Public Works Engineering Department.

Joplin High School Student Council update of JHS events and activities: presented by Abigail Surbrugg, Student Body President.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Quarterly economic development update: presented by Chamber President Toby Teeter. Mr. Teeter's update included Joplin Regional Airport's essential air service contract with SkyWest; Labor Force participation rate trends; Marketing Summary on Crossroads Industrial Park and Wildwood Ranch Industrial Park; BNSF certification of Wildwood Ranch (Joplin is one of 27 certified sites in the United States); the construction of a new ammunition facility that will offer 100 jobs; a review of recent new business attractions -Casey's Distribution Center and KCU Dental School; the expansion of three business expansions: Don's Cold Storage, Jasper Products, and Refresco; the Menards Project; Economic Development Grants/applications and awards; CAPS program for high school students; and CodeLabs, a program to accelerate digital economy reskilling of our workforce affected by the recession stemming from the pandemic.

Health Department Update: presented by Assistant City Manager Dan Pekarek. The average 7-day case rate was holding in lower 30's over the past several days. Hospitalizations were in upper 80's and were also holding about there over past several days. Fourteen-day case rate/100,000 population has fallen below 1,000. Positivity rate was staying a bit below the state rate. Please continue to wear a mask, social distance, and hand washing, especially with holidays and the importance of keeping gathering sizes down. Mayor asked if we need to change anything with local orders, Dan replied that we should stay same.

News from Public Information Officer Lynn Onstot
City offices will be closed on Friday, December 25 and Friday, January 1 for the Christmas and New Year's holiday. This also includes MAPS, the Sunshine Lamp Trolley and the Recycling Center. Residents who have trash and curbside recycling pick up on Fridays will have their service come on Saturday for these two holiday weeks. Other service days will not be affected this year.

In honor of the upcoming 150th birthday of the city of Joplin, a commemorative cookie cutter has been created. The design is a purple iris, the official flower of Joplin. The cookie cutter includes a card detailing the history of the iris in Joplin. Proceeds from the sale of the cookie cutter will help fund Joplin's 150th birthday celebration. Cookie cutters may be purchased in the CVB office of City Hall for $10 each. For more information go to the Visit Joplin Mo Facebook page.

The City of Joplin will have three collection points for discarded, natural (live) Christmas trees starting December 26 and running through January 31. Trees, bare of any decorations can be placed near the "Christmas Tree" drop-off sign posted at one of these locations: in the parking lot of Humphrey Park – located in the Royal Heights area; the southwest corner of the parking lot at McIndoe Park, located at Glendale Road and Jackson Avenue; and Public Works Center at 1301 West 2nd Street. If discarding an artificial tree, the Joplin Recycling Center accepts these with or without lights throughout the year. The Recycling Center also accepts many discarded holiday items including, gift wrapping paper boxes, bottles, cans, greeting cards, cooking oil, and clean packing materials such as peanuts and bubble wrap. These City announcements can also be found on the City's website and Facebook page. Merry Christmas, Happy Holidays and a Joy-filled and Healthy new year!

CITIZEN REQUESTS AND PETITIONS
Abbie Covington addressed Council regarding Wellness & Disease Prevention.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2020-286

Mayor Stanley opened the Public Hearing.

Andrew Spieker, Webb City, realtor for the owner, appeared in favor of this item.

No one appeared in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-286
Mr. Stinnett introduced Council Bill No. 2020-286- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 3507 E 20th Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Dr. Reid Adams to pass Council Bill No. 2020-286 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-286.**

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Minutes of the December 7, 2020 City Council meeting.

COUNCIL BILL NO. 2020-174 - an ordinance approving a work authorization with Allgeier, Martin & Associates, Inc. in the not to exceed amount of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00) for the Private Side I&I Pilot Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-194**

COUNCIL BILL NO. 2020-275 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 7414 E 32nd St., City of Joplin, Newton County, Missouri. **Ordinance No. 2020-195**

COUNCIL BILL NO. 2020-276 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 4301 S Rangeline Rd., City of Joplin, Newton County, Missouri. **Ordinance No. 2020-196**

COUNCIL BILL NO. 2020-277 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O and including in District C-1 property as described below and located 1521 E. 20th St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-197**

COUNCIL BILL NO. 2020-278 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-2 property as described below and located 1604 E. Central St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-198**

COUNCIL BILL NO. 2020-279 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-2 and including in District C-2-HP property as described below and located 801, 802, 809, 813, 814, 815, 817, 824, 827, 829, 831, 833, 901, 906, 909, 911, 912, 914, 915 S. Main St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-199**

COUNCIL BILL NO. 2020-280 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Osborne Cemetery, City of Joplin, Newton County, Missouri. **Ordinance No. 2020-200**

COUNCIL BILL NO. 2020-281 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Parkway Cemetery, City of Joplin, Newton County, Missouri. **Ordinance No. 2020-201**

COUNCIL BILL NO. 2020-282 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-HP property as described below and known as Forest Park Cemetery, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-202**

COUNCIL BILL NO. 2020-283 - an ordinance providing the street vacation approximately 120 feet of W. 11th St. lying East of S. Byers Ave. St. in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-203**

COUNCIL BILL NO, 2020-285 - an ordinance establishing grades and accepting the Final Plat of Little Acres Subdivision Replat located at 919 N. Sycamore Rd. in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-204**

COUNCIL BILL NO. 2020-530 – an ordinance approving a Petition to Amend Boundaries and Remove Property from the 32nd Street Place Community Improvement District and setting a date when this Ordinance shall become effective. **Ordinance No. 2020-205**

COUNCIL BILL NO. 2020-613 - an ordinance approving the applications of Ozark Christian College for marketing their 2021Conference Series; Active Lifestyles 'Joplin Memorial Run; Rufus Racing LLC for the Summer Roundup Triathlon; Elevate the Chains, for their Moving the Chains football clinic and games; JOMO Pride Inc., for JOMO Pride; Four State Trucks, for Guilty by Association; and Carl Junction Chamber of Commerce for the 24th Annual Bluegrass Festival for utilization of FY21 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. **Ordinance No. 2020-206**

RESOLUTIONS

RESOLUTION NO. 2020-019

Mr. Monteleone introduced Resolution No. 2020-019 - a resolution supporting the adoption of the Joplin City Council vision statement and prioritized goals. Motion by Mr. Monteleone, second by Mr. Lawson to approve Resolution No. 2020-019. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **Resolution No. 2020-019** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-179

Mr. Lawson introduced Council Bill No. 2020-179 - an ordinance approving an Agreement with Sage Valuations in the amount of Ninety-Four Thousand and 00/100 dollars ($94,000.00) for appraisal services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Monteleone that Council Bill No. 2020-179 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-207**

COUNCIL BILL NO. 2020-531

Dr. Reid Adams introduced Council Bill No. 2020-531 - an ordinance adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Cortez that Council Bill No. 2020-531 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-208**

COUNCIL BILL NO. 2020-532

Mr. Cortez introduced Council Bill No. 2020-532 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2020-532 be approved on an emergency basis. Voting

in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-209**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-178

Mr. Stinnett introduced Council Bill No. 2020 -178 - an ordinance approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 (TSO601) project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-178 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-178**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Nick Riker requested to address Council regarding city issues and freedom.

Eileen Donnelly requested to address Council regarding good news and a Merry Christmas.

Mr. Stinnett commented favorably on the new microphones that he and Mr. Monteleone are testing out. He would like all the council members to have the new microphones.

Mr. Shaw asked City Manager Nick Edwards to have staff look into the recent utility cuts along Connecticut Avenue. There have been complaints of the projects being unfinished. Mr. Shaw also asked Mr. Edwards to have staff check into the rough condition of the railroad crossing on Murphy Blvd. near Campbell Parkway.

Mayor Stanley asked city staff to work with JSA to give an update on the Parkwood agreement and direction for the future.

Mr. Monteleone would like to invite each board/commission to a council meeting for an update.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Monteleone, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:37 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 28, 2020

CALL TO ORDER

Mayor Pro Tem Keenan Cortez called the special meeting to order at 6:00 p.m.

Invocation was read by City Clerk Barbara Gollhofer.

The Pledge of Allegiance to the United States of America was led by Mr. Copple.

City Clerk Barbara Gollhofer read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Monday, December 28, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose of discussing the 32nd Street Place Redevelopment Plan and Projects.

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley (via phone), Phil Stinnett and Christina Williams. Absent: Anthony Monteleone. Motion by Mr. Stanley, second by Mr. Shaw to excuse Mr. Monteleone. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

The public was informed that in compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45. The meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at www.joplinmo.org/182/video-multimedia.

ORDINANCES - EMERGENCY

COUNCIL BILL NO. 2020-533

Finance Director Leslie Haase stated Council Bill No. 2020-533 needs to be amended to replace Exhibit F3-CID Project Budget in the TIF contract with the updated budget that was given to the council members at the beginning of the meeting. Motion by Mr. Copple, second by Mr. Lawson to amend Council Bill No. 2020-533 to include the updated Exhibit F3 -CID Project Budget. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1.

AMENDED COUNCIL BILL NO. 2020-533

Mr. Copple introduced Amended Council Bill No. 2020-533- an ordinance approving the 32nd Street Place Tax Increment Financing Redevelopment Plan and Projects; establishing a redevelopment area and redevelopment project areas; designating Woodsonia Joplin, LLC, as the developer of Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5; approving a Tax Increment Financing Contract between the City of Joplin, Missouri, Menard, Inc., and Woodsonia Joplin, LLC; authorizing the City Manager to execute the Contract on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Reid Adams that Amended

Council Bill No. 2020-533 be approved on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-210.**

COUNCIL BILL NO. 2020-534

Mr. Stinnett introduced Council Bill No. 2020-534 - an ordinance approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2020-534 be approved on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-211**.

ORDINANCES - FIRST READING

COUNCIL BILL NO. 2020-535

Mr. Copple introduced Ordinance No. 2020-535 - an ordinance approving Redevelopment Project 1A of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2020-535 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-535 was tabled**.

COUNCIL BILL NO. 2020-536

Mr. Lawson introduced Council Bill No. 2020-536 - an ordinance approving Redevelopment Project 1B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-536 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-536 was tabled**.

COUNCIL BILL NO. 2020-537

Mr. Stinnett introduced Council Bill No. 2020-537 - an ordinance approving Redevelopment Project 1C of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-537 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-537 was tabled.**

COUNCIL BILL NO. 2020-538

Mr. Shaw introduced Council Bill No. 2020-538 - an ordinance approving Redevelopment Project 2A of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2020-538 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. The bill was read as **Council Bill No. 2020-538**.

COUNCIL BILL NO. 2020-539

Mr. Lawson introduced Council Bill No. 2020-539 - an ordinance approving Redevelopment Project 2B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-539 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-539 was tabled**.

COUNCIL BILL NO. 2020-540

Mr. Copple introduced Council Bill No.2020-540 - an ordinance approving Redevelopment Project 3 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2020-540 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-540** was tabled.

COUNCIL BILL NO. 2020-541

Mr. Stinnett introduced Council Bill No. 2020-541 - an ordinance approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2020-541 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-541 was tabled**.

COUNCIL BILL NO. 2020-542

Mr. Shaw introduced Council Bill No. 2020-542 - an ordinance approving Redevelopment Project 5 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2020-542 be passed on First Reading and tabled. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Council Bill No. 2020-542 was tabled**.

OTHER BUSINESS

Mr. Copple asked if the city is doing enough to keep a safe working environment for police and fire employees from possible transmission of Covid-19 when they're responding to medical calls and making arrests. City Manager Edwards replied he has not received additional services for the departments but that he will take the question to the management team.

ADJOURNMENT

With no further business, the meeting adjourned at 7:47 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-178 – approving a construction agreement with B3 Contractors LLC for construction of the Minor System Improvements 2020 Project (TSO601).

MEETING DATE
December 21, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary; Agreement, CB2020-178

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 project (TSO601).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. The Storm Water Sales Tax Program includes funds for minor system improvements. These improvements are generally implemented within residential neighborhoods and are essential in addressing small drainage issues affecting the general citizenry. Flooding in residential neighborhoods are reported to City staff by residents who are affected and are also documented by City staff who observe drainage issues during rain events while performing their duties. City staff maintain a list of minor system drainage issues on an unfunded needs list. This list is then objectively ranked based on various factors including, but not limited to, depth of standing water, frequency of occurrence, number of residents affected, severity of commute impediment, etc.

Typically, the minor system improvements are implemented via the City's own forces and resources utilizing its capable street, stormwater and sewer maintenance crews from the operations sector of Public Works. However, in order to help alleviate some of the strain experienced in operations stemming from a shortage of personnel (such as equipment operators), an already significant current work load in maintaining City infrastructure, and the hardships experienced with the pandemic, several of the identified needs have been collected to comprise a small project to be bid out to contractors.

The minor system improvements proposed within this project include bank stabilization in Ewert Park (which was outside the scope and project area of the recently completed 7th and Illinois stormwater project), bank stabilization for a residential neighborhood in north Joplin, installation of a gutter crossing and flume in a residential neighborhood in south Joplin, culvert replacement and ditch work in a residential neighborhood in west Joplin and installation of a gutter crossing and

concrete flume in another residential neighborhood near 20th and Delaware. The locations for these improvements ranked towards the top of the list due to factors such as depth of the standing water, frequency and duration of flooding after rain events, number of properties affected, the degree of disruption to commuter traffic and the degradation of the roadway because of the standing water.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the minor system improvements was advertised on November 8, 2020. The proposal consisted of a base bid for the implementation of the improvements for three designated locations (Ewert Park, improvements in a residential neighborhood in Sunnyvale in south Joplin, and improvements in a residential neighborhood by Missouri avenue and Zora in north Joplin) as well as two alternates for two other locations (a residential neighborhood by 23rd street and Meadows avenue in west Joplin and a residential neighborhood by 20th street and Delaware). Three responsive proposals were received, and bids were opened on December 3, 2020 with B3 Contractors selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Because of the favorable bids received for the project, which had the lowest bid's base bid plus the two alternates below the engineer's estimate for the base bid, the two alternates will be picked up with this project. Design of the project was completed inhouse. Additionally, Public Works intends to provide construction inspection and project management for the project inhouse.

FUNDING SOURCE

Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-178, approving a construction agreement with B3 Contractors LLC in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 project (TSO601) on first reading.

BID SUMMARY

Bid Opening: December 3rd 10:00 AM 4th Floor Conference Room City Hall

PROJECT: Minor System Improvements 2020

Contractor	Base Bid	Alt 1	Alt 2
B3 Contractors	$81,175.00	$36,320.00	$11,750.00
Jeff Asbell Excavation	$85,333.25*	$46,955.75	$13,434.00
Sprouls Construction	$110,820.00	$36,275.00	$22,825.00
Branco**	**	**	**
Engineer's Estimate	*$180,125.00*	*$37,050.00*	*$28,050.00*

*Corrected for scribbler's error

**Bid could not be read due to missing Bid Bond

AGREEMENT
BETWEEN
CITY OF JOPLIN AND B3 CONTRACTORS LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: B3 Contractors LLC Address: 1913 D Bluebell Lane JOPLIN, MISSOURI 64801	
Attention: David Hertzberg		Attention: DANNY YATES	
Department: Public Works - Engineering		Phone: 417-726-5110	Fax:
Phone: 417-624-0820	Fax:	**Minor System Improvements 2020**	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

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

Minor System Improvements 2020

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work

site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress

payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 dollars ($129,245.00), said amount being subject to any approved addenda or change order.

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

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

19. **Assignment.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

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

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

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

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in

a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____-
_____

(Name of Surety)

_____
_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of XXXXXXXXXXXXXand no/100 Dollars ($XXX,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Minor System Improvements 2020

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term “Amendment”, wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____

_____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By

_____

_____ By

_____

City Attorney

ATTEST: (SEAL)

_____

_____

Secretary Surety

Approved this _____ day of

_____, 20_____. By

_____

_____ By

_____

Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of XXXXXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00)in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Minor System Improvements 2020

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or

used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful

performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____
_____
Secretary Principal

Approved as to form this _____ day
of _____, 20____. By
_____

_____ By
_____
City Attorney

ATTEST: (SEAL)

_____
_____

Secretary Surety

Approved this _____ day of

_____, 20____. By _____

_____ By _____

Director of Finance (Title)

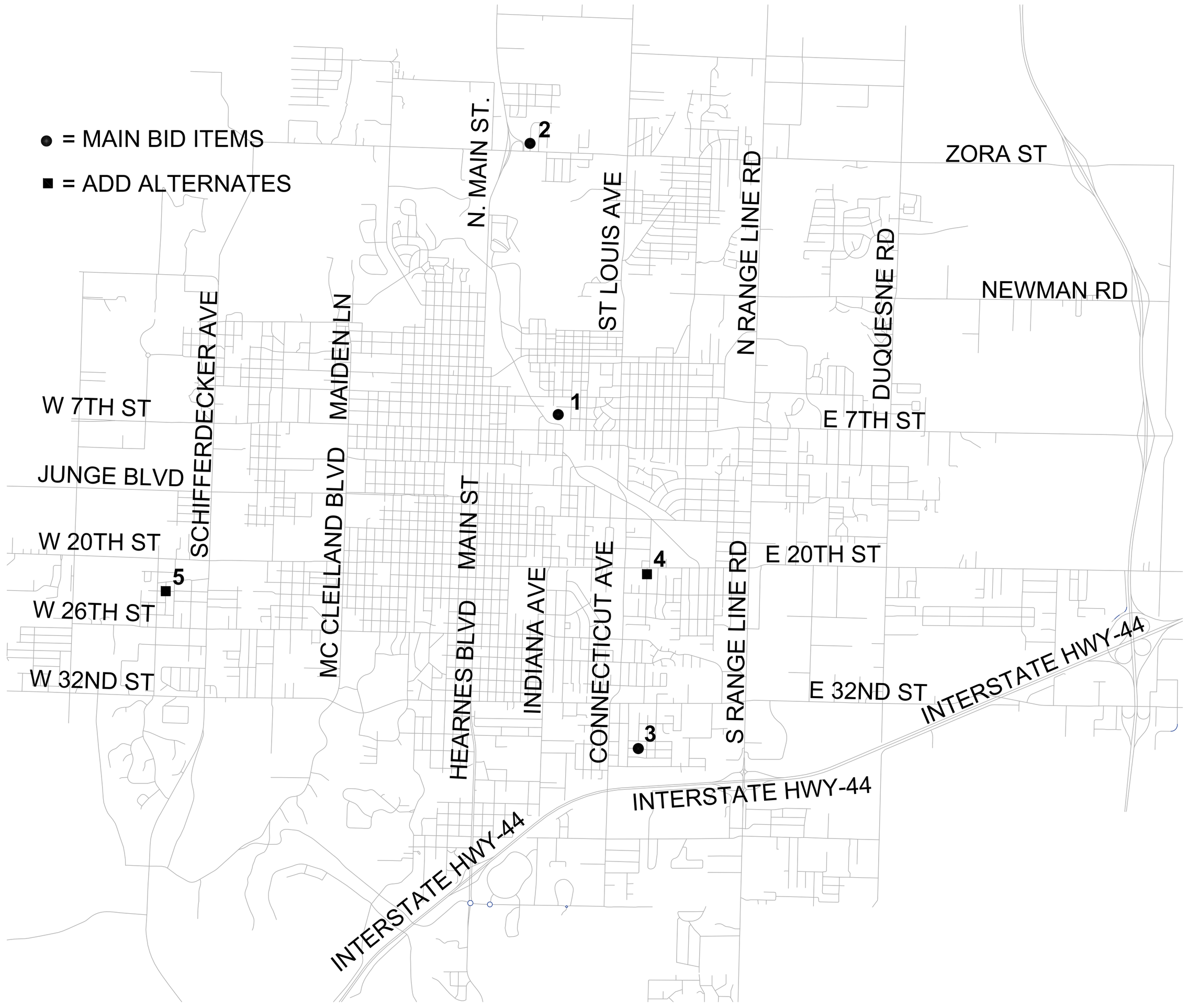
NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

STORM WATER MINOR SYSTEM IMPROVEMENTS 2020
AREA MAP

● = MAIN BID ITEMS

■ = ADD ALTERNATES



BANK STABILIZATION	**1**
2728 MISSOURI AVENUE	**2**
SUNNYVALE IMPROVEMENT	**3**
GUTTER XING AND FLUME EXT.	**4**
23RD AND MEADOWS	**5**

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 530
FAX NO: 417-625-4738
E-M: DHERTZBE@JOPLINMO.ORG

REV DATE: 00/2020
REVISION: PROJECT CHECK

SVYD BY: N/A
PNT FILE: N/A
SVY DATE: N/A
ENGINEER: HERTZBERG

ACAD DWG FILE & PATH NAME: STORM WATER\2020 M.S.W.I.
SCALES: NTS

DWN BY: STAFF
CKD BY: MARTINEZ
APD BY: JOHNSON
DATE: 12/2020

PROJECT
STORM WATER MINOR SYSTEM IMPROVEMENTS 2020

PLAN NO: 8532
SHEET
01

COUNCIL BILL NO. 2020-178 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 (TSO601) project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and B3 Contractors LLC, in the amount of One Hundred Twenty-Nine Thousand Two Hundred Forty-Five and 00/100 Dollars ($129,245.00) for construction of the Minor System Improvements 2020 (TSO601) Project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-178

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-286-Rezone to District C-3

MEETING DATE:
December 21, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 049-20: 3507 E. 20th St. – A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future restaurant development – Josh Comer.

BACKGROUND:
This area of Joplin has historically been industrial and manufacturing uses, however as Rangeline Rd. has developed into a major commercial corridor, development pressures have extended further East along 20th St. The majority of lots that surround this property and are along the corridor are zoned C-3 (Commercial) or M-2 (Heavy Industrial) and will not be affected by the change.

PLANNING & ZONING COMMISSION TESTIMONY:

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in Favor, 2 Absent).
Planning & Zoning Staff recommends approval.

ATTACHMENTS:
CB 2020-286, Staff Planning Report, P&Z Commission Minutes

CB 2020-286

Case 049-20: 3507 E. 20th St. – A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future restaurant development – Josh Comer.

Andrew Spieker, 710 S. College Street, Webb City, MO, a realtor representing Mr. Josh Comer. This needs to be rezoned to build the restaurant on that piece of property. M-2 will not allow for that, so he is requesting to rezone to C-3.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Spieker. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 049-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

Z&P Meeting: December 14, 2020
City Council Meeting: December 21, 2020

STAFF PLANNING REPORT
Rezoning

CASE 049-20 A request to rezone from M-2 (Heavy Industrial) to C-3 (Commercial)

LOCATION 3507 E. 20th St.

APPLICANT Josh Comer

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Heavy Industrial	Approx. 3.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	C-3	C-3
Land Use	Big Box Retail	Vacant	Big Box Retail	Used Car Sales

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	80'

UTILITIES

Utilities currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

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

The current zoning of M-2 is somewhat suitable in this area. This area of Joplin has historically been industrial and manufacturing uses, however as Rangeline Rd. has developed into a major commercial corridor, development pressures have extended further East along 20th St. There are no longer any heavy industrial uses along this part of 20th St. as Joplin's industrial and manufacturing has relocated to other areas of town.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned C-3 (Commercial) or M-2 (Heavy Industrial) and will not be affected by the change.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the gradual transition of this area over time and reinforces the Comprehensive Plan and Future Land Use Map.

Staff recommends approval of Case 049-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 04/9-20
Filing Fee: $550.00
Date Advertised: 11-29-20
Date Notices Sent 12-1-20
Public Hearing Date: 12-21-20

APPLICANT: Josh Comer PHONE: 918-591-5197
ADDRESS: P.O. Box 7102 Williston, ND ZIP: 58803

OWNER: Ali Hammad PHONE: 417-669-4855
ADDRESS: 1406 E. Quincy St. Pittsburg KS ZIP: 66762

LOCATION/ADDRESS OF PROPERTY: 3507 East 20th Street

Present Zoning M2 Requested Zoning: C3 Acreage: ~3.5
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Retail	M2
South	Retail	C3
East	Vacant	M2/M1
West	Auto Sales	C3

Character of the Neighborhood: Commerical

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: East 20th Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: 80
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

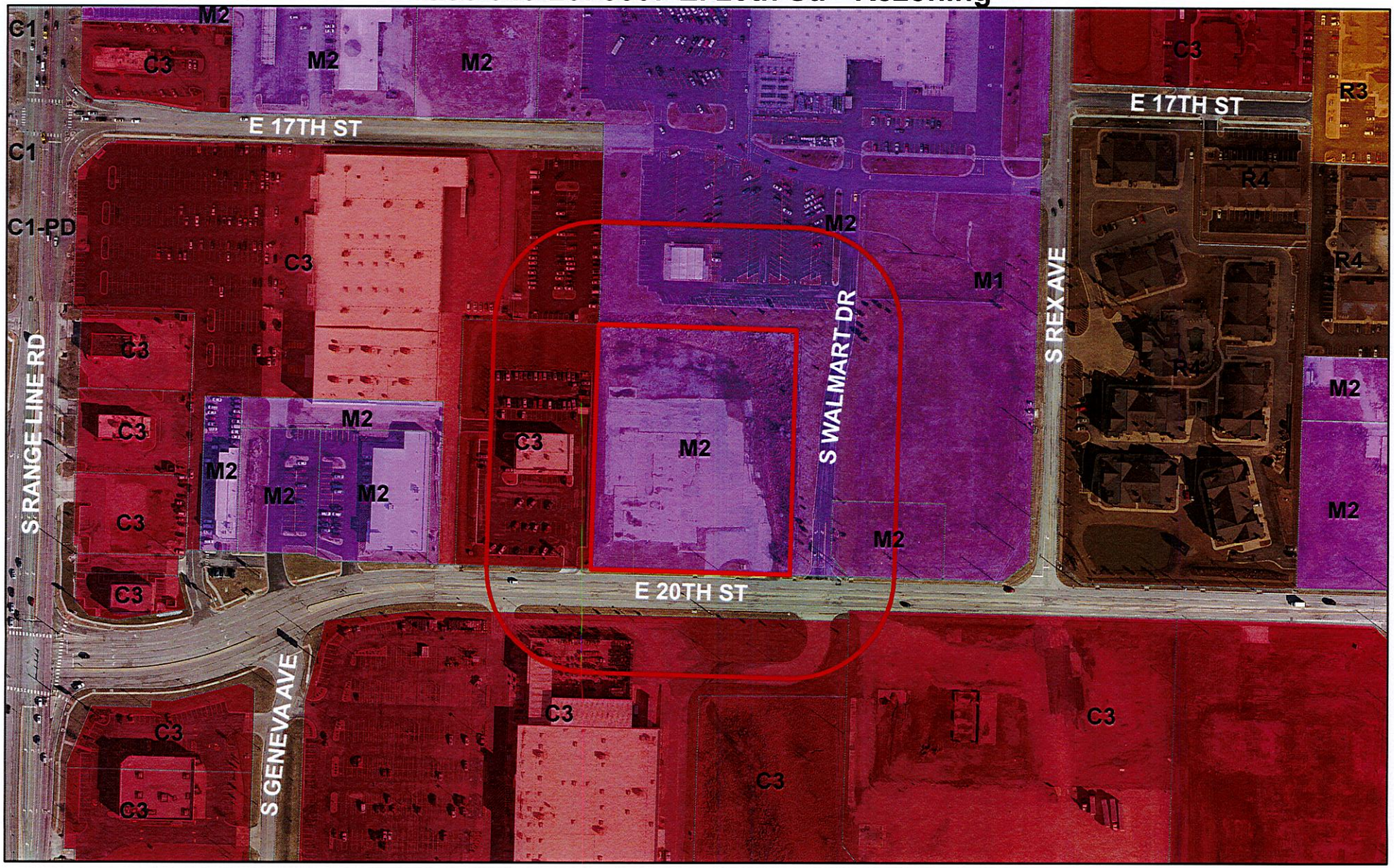
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: Josh Comer DATE: 11-18-20

EMAIL: joshua_111@live.com

TITLE: N/A

Case 049-20: 3507 E. 20th St. - Rezoning



Case 049-20: 3507 E. 20th St. – A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future restaurant development – Josh Comer.

0 125 250 500 750 1,000 Feet

N

P & Z Case 049-20
Josh Comer
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-286 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located 3507 E 20th Street, City of Joplin, Jasper County, Missouri.

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

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

All that part of the Southwest Quarter of Section 7, Township 27, Range 32 City of Joplin, Jasper County, Missouri, described as follows: beginning at a found iron pin on the North right-of-way of 20th Street said point being 30 feet North and 1004.67 East of the Southwest Corner of said Southwest Quarter, thence N01°48'41"E a distance of 436.67 feet to a found iron pin; thence S88°26'21"E a distance of 174.00 feet; thence S01°48'40"W a distance of 436.67 feet to a set iron pin and cap on said North right-of-way line; thence N88°26'21"W along said North right-of-way line a distance of 174.00 feet to the point of beginning. Containing 1.7 acres more or less. Subject to any easements or restrictions of record. And all that part of the Southwest Quarter of Section 7, Township 27, Range 32, City of Joplin, Jasper County, Missouri, described as follows: beginning at a found iron pin and cap on the North right-of-way of 20th street said point being 30 feet North and 1178.67 East of the Southwest Corner of said Southwest Quarter, thence N01°48'40"E a distance of 436.67 feet; thence S88°26'21"E a distance of 174.00 feet to a set iron pin and cap; thence 01°49'10"W a distance of 436.67 feet to a found iron pin on said North right-of-way line; thence N88°26'21"W along said North right-of-way line a distance of 173.94 feet to the point of beginning. Containing 1.7 acres more or less.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



City of Joplin, Missouri
Community Development Block Grant
And HOME Partnership
Investment Program

FY2019

ACTION PLAN

SECOND

SUBSTANTIAL AMENDMENT

OMB Control No: 2506-0117 (exp. 06/30/2018)

FY2019 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$547,939.00**
COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV-1:	**$348,798.00**
COMMUNITY DEVELOPMENT BLOCK GRANT CDBG-CV-3:	**$263,027.00**
HOME INVESTMENT PARTNERSHIP:	**$438,735.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**4-6 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

OMB Control No: 2506-0117 (exp. 06/30/2018)

PROJECTS

CDBG PROGRAM	$547,918.00
INFRASTRUCTURE IMPROVEMENTS IN NID IV	$396,334.40

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities.

ECONOMIC DEVELOPMENT – COVID19	$220,348.50

Economic relief to business affected by the Covid-19 Pandemic

COORDINADED ENTRY PROGRAM	$ 25,000.00

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

HOMELESS COALITION HMIS FUNDING	$ 17,000.00

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

PUBLIC SERVICE GRANT - CDBG-CV-1	$ 58,689.90
PUBLIC SERVICE GRANT – CDBG-CV-3	$ 210,421.60

Public Services will be expanded in response to those generally affected by the Covid-19 pandemic.

ADMINISTRATION AND PLANNING	$ 109,583.60
ADMINISTRATION AND PLANNING CDBG-CV-1	$ 69,759.60
ADMINISTRATION AND PLANNING CDBG-CV-3	$ 52,605.40

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. Funding increased by 20% of CDBG-CV special allocation.

HOME INVESTMENT PARTNERSHIPS PROGRAM	$438,735.00

HOUSING REHABILITATION ACTIVITIES	$ 110,000.00

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

CHDO ACTIVITIES	$219,051.25

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

PROGRAM ADMINISTRATION ACTIVITIES	$ 109,683.75

Pro-rata share of Planning/ Community Development staff and overhead. Using HUD waiver as part of the CARES Act Admin has been increased to 25%.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The FY 2019 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the last Action Plan under the current consolidated plan.

2. Summarize the objectives and outcomes identified in the Plan

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Neighborhood Plan for East Town neighborhood

Maps showing the Geographic Extent of proposed activities is included in Attachment B.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects. In this final year of the 2015-2019 Consolidated Plan the City will emphasize increasing the pipeline of affordable housing starts.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings (January 17, 2019 and February 28, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 18 - February 18, 2019 & March – April 1, 2019)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 15, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One emailed public comment was for CDBG façade grants to be used for professional services to avoid Davis Bacon wages.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comment on CDBG Façade Grants was rejected for Davis Bacon cannot be avoided on a Federalized project.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JOPLIN	Planning, Development and Neighborhood Services
HOME Administrator	JOPLIN	Planning, Development and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Consultation on the development of the plan began in January 2019 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area. The Community Development Planner has been added to the Homeless Coalition Board.

The City partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. In 2019, the Housing Connect program has completed 53 Assessments, and housed 25 individuals or families.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. The City primary capacity in allocation of ESG funds and evaluating projects is through Homeless Coalition board membership including City staff and in consultation in developing plans. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	One Joplin
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Service-Fair Housing Business and Civic Leaders Non-Profit Collaborative
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.

5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations to further affordable housing. Legal Aid also is working with One Joplin and the City on Landlord/Tenant education.
6	**Agency/Group/Organization**	Fuller Area Center for Housing
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Fuller Center is an area non-profit affordable housing provider. The City of Joplin is currently expanding methods to assist their organization without using Federal Funds and may provide HOME funds in the future.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Homeless Coalition of SWMO	
Comprehensive Plan 2012	The City of Joplin	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The first public hearing on the FY2019 Action Plan was held at the Joplin City Hall on January 17, 2019. Public notice was published within the Joplin Globe on January 3, 2019 and on www.joplinmo.org.

The second public hearing on the FY2019 Action Plan was held in the Fifth Floor Study of City Hall on February 13, 2019 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 13, 2018.

Public comments on the draft plan was accepted through two comment periods, January 18th-February 18th and March 1st – April 1st, 2019.

The final Action Plan was presented to Joplin City Council on April 15, 2019.

The May 2020 notice of major amendment was posted in the publication of record, The Joplin Globe, on May 5th, 2020. A five-day public comment period commenced twenty-four hours from posting on May 6th – May 11th, 2020.

The major amendment was presented to Joplin City Council on May 18, 2020.

The December 2020 notice of second major amendment was posted in the publication of record, The Joplin Globe, on November 22nd, 2020. A five-day public comment period commenced twenty-four hours from posting on November 23rd – November 27th, 2020.

The major amendment was presented to Joplin City Council on December 21, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Sub-Recipients and non-profits	City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions.	Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community Sub-recipients and non-profits	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.			http://www.joplinglobe.com/
3	Public Hearing	Non-targeted/broad community	City Staff presented the final draft of the 2019 Annual Action Plan to City Council for Approval. Council authorized staff to file the action plan with the Department of Housing and Urban Development by resolution.	Council asked questions regarding the programs, funding justifications, and need areas. No citizens voiced concerns or provided commentary.		
4	Internet Outreach	Non-targeted/broad community	Resulted in one comment received through email.	Wanted to use façade grants for professional services	Desire of comment was to avoid prevailing wage and federalizing the project.	https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services Economic Development	896,737	0	0	896,737	896,737	On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	462,141	0	0	462,141	700,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.

Other	**public - federal**	**Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other**	**0**	**0**	**0**	**11,951,000**	**11,951,000**	**This is an estimated amount of CDBG-DR II funds available during the reporting period. The funds are being drawn on a rolling basis.**

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Another significant source of funding is the City of Joplin's CDBG-DR Round I and II Allocations. Current information on the status of projects and funding can be found at: http://mo-joplincdbgdr.civicplus.com/ However, the City of Joplin's Entitlement and HOME programs do not directly work in the Disaster Area so as to focus on neighborhood redevelopment and avoid duplication of efforts.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is examining change in policy to donate lots to non-profits or other stakeholders for projects or development. Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood. The City will continue to fund infrastructure projects and encourage its subrecipients to direct housing funding to the neighborhood until the end of this Consolidated Plan.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing	2015	2019	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	HOME: $415,927	Homeowner Housing Added: 6 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 101 Citywide	Public Infrastructure and Facility Improvements	CDBG: $447,948 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Facade treatment/business building rehabilitation: 2 Business Jobs created/retained: 42 Jobs Businesses assisted: 1 Businesses Assisted
3	Improve Livelihood through Public Service Activity	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $52,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted Homelessness Prevention: 200 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Joplin has identified a total of 6 projects. Included in the CDBG and HOME Administration and Planning is a neighborhood plan for the East Town neighborhood.

Projects

#	Project Name
1	Public Service Activities
2	2019 Homeowner Rehabilitation
3	2019 CHDO Activities
4	Public Infrastructure
5	CDBG Administration and Planning
6	Home Administration and Planning
7	Economic Development

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

Amended: Special Allocation of CDBG-CV will be prioritized to address the economic and health impact of the Covid-19 pandemic. Additional funds will be used to address the increase in need for public services and provide economic relief due to businesses within the jurisdiction of the City of Joplin.

Using Waiver made available in the April 10,2020 Joh Gibbs Memo "Availability of Waivers and Suspension of the HOME Program Requirements in Response to COVID-19 Pandemic" additional HOME admin funds will be allocated up to 20% of the grant.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Neighborhood Improvements
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	:
	Description	Funding for 2018 infrastructure projects within the East Town Neighborhood
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood consists of 1700 persons.
	Location Description	See map of the neighborhood in the attachment to this plan.
	Planned Activities	This activity will be to provide sidewalk within the East Town neighborhood.
2	**Project Name**	Public Service Activities
	Target Area	Census Tract 101 Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs

	Funding	CDBG: $311,421.60
	Description	public Service Activities to serve vulnerable populations within the City of Joplin
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Through funding for the Homelessness Management Information System and Coordinated Entry Program the City of Joplin will be assisting in the prevention of homelessness, sheltering and rehousing of vulnerable populations. The last point in time count resulted in approximately 275 homeless in the City.
	Location Description	Coordinated Entry serves the homeless and at-risk populations Citywide and the neighborhood cleanup will take place in the low income neighborhood of East Town.
	Planned Activities	Activities include funding for Homelessness Management Information System and Coordinated Entry. Public Services will be expanded in response to those generally affected by the Covid-19 pandemic.
3	**Project Name**	CDBG Planning and Administration
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	
	Funding	CDBG: $231,952.80
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood. Additional planning and administration will be expended in the planning and implementation in response to Covid-19.
4	**Project Name**	2018 ESC Rehabilitation
	Target Area	Census Tract 101 Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $110,000
	Description	Rehabilitation of owner occupied home of qualifying household by Economic Security Corporation, a local non-profit partner.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 4 low income households will be assisted with this program. Low/moderate applicants will be assisted if low income household applicants are already assisted.
	Location Description	This program will operate throughout the Joplin Consortium. Priority will be given to applicants in the East Town neighborhood.
	Planned Activities	Rehabilitation of eligible single family households.
5	**Project Name**	2019 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing

	Funding	HOME: $262,047.50
	Description	A Community Development Housing Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6 low/moderate income families will be assisted with proposed activities.
	Location Description	These activities will take place throughout the Joplin Consortium.
	Planned Activities	Development of up to 6 single family homes.
6	**Project Name**	HOME Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $87,747
	Description	Pro-rata share of planning and administrative costs for planned activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood.
7	**Project Name**	Economic Development
	Target Area	Citywide
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	
	Funding	$220,348.50
	Description	Economic relief to business affected by the Covid-19 Pandemic
	Location Description	Citywide

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2018 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be in this area to make more comprehensive improvements within the tract. Additional HOME projects will be located within the Consortia area.

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 110	
Census Tract 106	
Census Tract 101	80
Main Street	
Census Tract 108	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects are underway and are meant to stabilize the target area on a long-term horizon.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	12
Special-Needs	
Total	212

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	11

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new and rehabilitation of old housing inventory, we hope to further affordable housing for citizens.

AP-60 Public Housing – 91.220(h)

Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. The City has recently entered into agreement with Economic Security Corporation for $4,000,000.00 of CDBG-DR assistance to construct very-low income elderly bungalows, that will be accepting vouchers administered by the public housing authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development Office hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled.

Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown an increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about

length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied youth are tracked monthly and prioritized.

The Homeless Coalition established committees to address chronically homeless, families with children, veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant

Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction.

Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

Discussion:

The City of Joplin has updated the Citizen Participation Plan to be compliant with the implementation of the Assessment of Fair Housing. While implementation of the Assessment of Fair Housing has been delayed by the Department of Housing and Urban Development, and likely not going to be a requirement of the 2020 Joplin Consolidated Plan, the City of Joplin and the Joplin Public Housing Authority are prepared to collaborate when the requirement for the assessment is enforced.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

FY2019 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the next consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. The City Manager is City staff representative to the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team

Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities - 0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for

homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The owner-occupied rehabilitation activity through ESC imposes a five-year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently has no plans to use HOME funds for such refinancing.

Attachment A

THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona-fide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Rev sed Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 01/03/2019	01/03/2019	LEGAL 423/PUBLI	1	325.50

Robin Stout (Assistant Business Manager)

Subscribed and sworn to before me this 3rd day of

January, 2019

Diana J. Crouch Notary Public

Diana J. Crouch/15716002
02/21/2019



Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: January 17, 2019 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Curtis Scott	ESC	1924 W. 4th Street	417-781-4437	cscott@escswa.org
Anna Leonard	One Joplin	3510 E. 3rd	620-404-8448	anna@onejoplin.com
Barbie Huff	Joplin Habitat	520 N. Main St.	417-782-6533	bhuff@joplinhabitat.org
Thomas Walters	C of J	602 S Main	417-624-0820	twalters@joplinmo.org
Matt Moran	Joplin Housing Auth.	1934 W 4th	417-624-4514	mmoran@joplinpha.org
Tammy Wade	ESC	312 Joplin	417-781-0852	twade@escswa.org

PUBLIC NOTICE
City of Joplin Planning, Development and Health Infrared Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one year Action Plan (FY 2010) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing stable urban communities: 1) providing decent housing; 2) providing a suitable living environment and 3) [illegible] economic opportunities, primarily for low and moderate income persons; 4) alleviate [illegible] conditions.

The estimated amount of CDBG funds to be received for fiscal year 2010, is $537,336.00. The estimated amount of HOME funds to be received for fiscal year 2010 is $[illegible]. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is the entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primarily be used for activities incorporating low and moderate income persons.

A public meeting will be held on Thursday, February 25, 2010, 6:00 p.m. in the 4th Floor Conference Room located at City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

The Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2010 Action Plan and previous program performance. The public comment period will begin on Friday, March 1st and end on Monday, April 1st. Any comments received during this period will be considered by the City of Joplin prior to authorizing a submission for review of release of funds. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalls@[illegible]. Copies of the draft FY2010 Action Plan will be available at the public meeting at during the Normal Limited Open Hours. All plans can be reviewed on the 4th Floor of Joplin City Hall at 602 S. Main St, Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 369. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 (ext. 369). Forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Salander
Director of Planning, Development
& Neighborhood Services
City of Joplin, Missouri

(180)

THE JOPLIN GLOBE

P.O.Box 7, Joplin, Missouri 64802
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CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 02/14/2019	02/14/2019	LEGAL 490/ACTIO	1	325.50

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 14th day of February, 2019

Diana J. Crouch (Notary Public)
Diana J. Crouch/1st46002
02/21/2019

Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: February 28, 2019 Time: 5:00 - 6:00 PM Place: Joplin City Hall
5th Floor Study

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters	C of J	602 S Main	417-624-0820	twalters@joplinmo.org

PUBLIC INPUT FOR THE 2019 ACTION PLAN

Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):

Name/Representing: _____

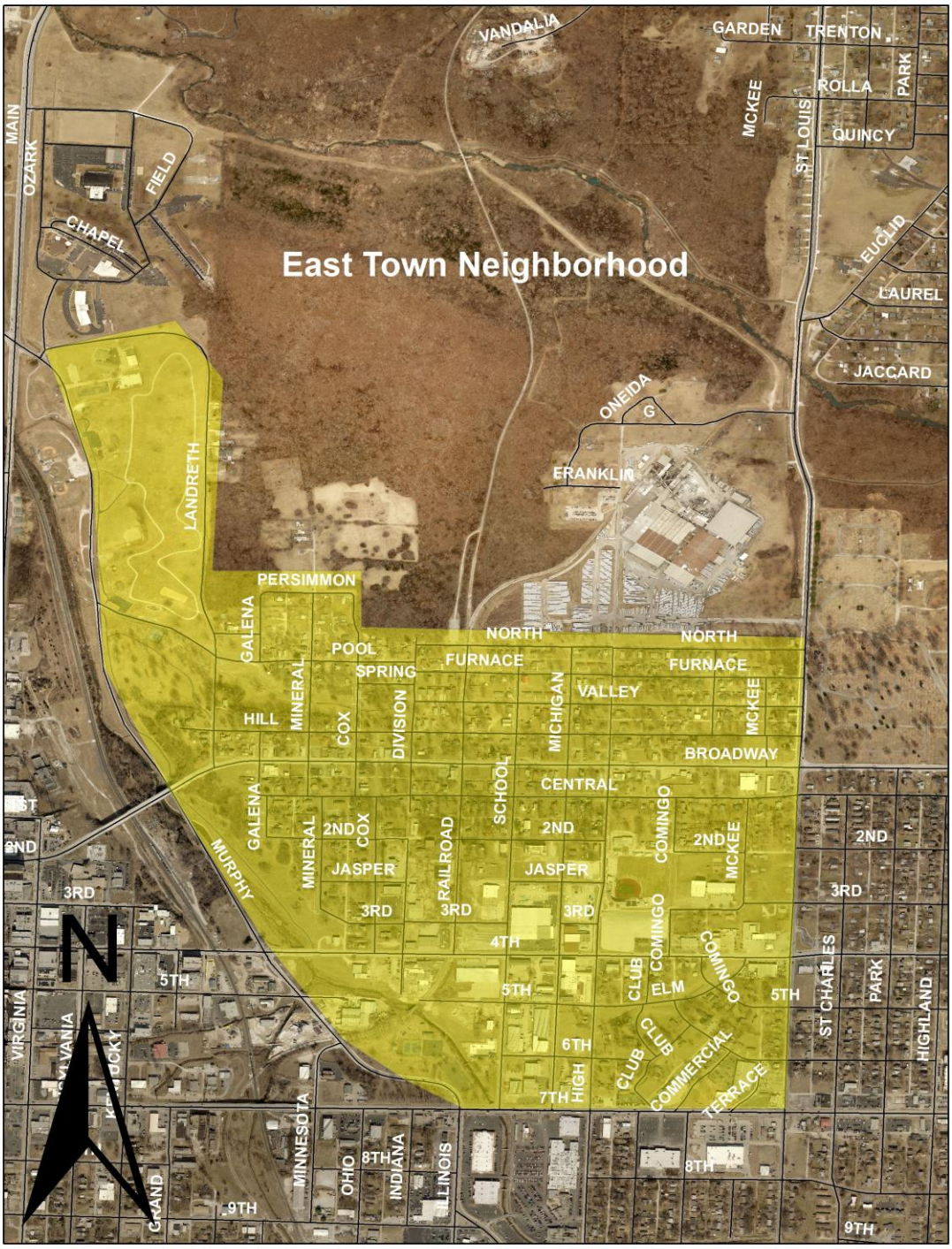
Email/Phone: _____

Please leave your comments in the space provided above or submit any comments to:

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

Thank you for your feedback

Attachment B


East Town Neighborhood
VANDALIA
GARDEN
TRENTON
ROLLA
PARK
QUINCY
MCKEE
ST LOUIS
MAIN
OZARK
FIELD
CHAPEL
EUCLID
LAUREL
JACCARD
ONEIDA
G
FRANKLIN
LANDRETH
PERSIMMON
GALENA
POOL
SPRING
NORTH
FURNACE
VALLEY
MICHIGAN
MINERAL
COX
DIVISION
HILL
BROADWAY
CENTRAL
SCHOOL
RAILROAD
COMINGO
2ND
3RD
4TH
5TH
6TH
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8TH
9TH
JASPER
MURPHY
CLUB
ELM
HIGH
COMMERCIAL
TERRACE
ST CHARLES
HIGHLAND
VIRGINIA
MINNESOTA
OHIO
INDIANA
ILLINOIS
GRAND
N

Section 7 - APPENDIX A - Lead Regulations

LEAD BASED PAINT
(24 CFR PART 35)
REFERENCE GUIDE

(SUB-GRANTEES are to refer to, and comply with, all of the actual lead paint regulations and HOME regulations when lead hazards are involved.The following is only an overview.)

A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

Department of Housing and Urban Development
24 CFR Part 35, et al.
Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Rule

B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions

Note: Always get these prior approved by the PJ first.

C. Documentation Required

Notice To Occupants

- Distribution of the "EPA Lead Hazard Information" Pamphlet to homeowner
- "Notice of Hazard Evaluation" (or presumption) within 15 days and "Notice of Hazard Reduction & Clearance" within 15 days

Hazard Reduction Work

- Final scope of work with both lead- and non lead-paint (included in Work Write-Up/Cost Estimate)
- Worker qualifications (must be pre-approved with JC)
- Safe Work Practices at 24 CFR Part 35.1350 observed
- Lead Clearance must be achieved after all rehab work done

Clearance Report (after completion of rehab)

- copy of clearance report must be sent to the PJ at time of payment request
- must be performed by a certified paint inspector or risk assessor.

D. General Procedural Overview

Lead-based paint testing and risk assessment will also be conducted by a qualified SUB-GRANTEE Inspector or, an outside certified lead-based trained inspector should be hired. The presumption of lead-based paint or the lead paint inspection must be performed in all areas of the home (pre-1978) including exteriors of the home.

The scope of work must integrate both "lead" and "non-lead" triggered activities. (Provide preliminary work write-up to Risk Assessor, then incorporate the assessment's findings.)

The entire house must pass a Lead Clearance test. HOME funds must first be allocated to lead stabilization or abatement projects so the house complies with the Lead Safe Housing Rule before other projects can commence. *The exception to this would be accessibility or emergency repair projects.*

Course of Action:

1. Determine level of hazard evaluation and reduction *(24 CFR 35.915-930)*
2. Presume lead or evaluate *(option – 24 CFR 35.120),* evaluate recommended
3. Perform paint testing and risk assessment by certified personnel
4. Include in the scope of work for "lead" activities the interim controls and/or abatement recommendations from a risk assessor, and safe work practices for items determined to be lead paint.
5. Determine impact of 'occupant relocation' requirements *(24 CFR 35.1345).*
6. Based on the results of paint testing and/or risk assessment, establish contractor qualifications *(see safe work practices and 35.1325-1330),* safe work practices to be used (including occupant protections), and achieving clearance in bid invitation and contract.
7. Relocate occupants and belongings if containment can not be achieved *(24 CFR Part 35.1345)*
8. Supervise work so that **"Safe Work Practices"** at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance. Verification that these practices were observed must be provided to the PJ. This is recommended to take the form of a signed letter/form accompanied by photos that may provide proof of compliance. The occurrence of this monitoring should be no less than 1 verification for every 6 months. (Amended 11/19/12)
9. Property must be inspected by a licensed lead paint inspector, risk assessor, or lead sampling technician and pass the lead clearance evaluation after all rehab work is done.

E. Lead Hazard Evaluation Methods & Qualifications

1. **Visual Assessment:** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger and is only allowed for projects that do not exceed $5,000. The assessment is performed by either a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.

2. **Paint Testing:** entails testing painted surfaces to determine if they contain lead-based paint, using methods such as XRF analyzer or a laboratory analysis. (Note: Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. Because an inspection evaluates all painted surfaces, is more comprehensive than the paint testing.) Paint testing must be conducted by state certified paint inspectors or risk assessors.

3. **Risk Assessment:** is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A certified risk assessor must conduct the assessment.

Summary of Lead-Based Paint Requirements by Activity

	Rehabilitation		
	<$5,000	**$5,000 - $25,000**	**>$25,000**
Approach to Lead Hazard Evaluation and Reduction	1. Do no harm	3. Identify and control lead hazards	4. Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing (of surfaces to be disturbed), Visual Assessment allowed	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation	Interim Controls	Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation)
	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house
Ongoing Maintenance	Notice is suggested.	Notice is suggested.	Notice is suggested.
Options	Presume lead-based paint Use safe work practices on all surfaces	Presume lead-based paint and/or hazards Use standard treatments	Presume lead-based paint and/or hazards Abate all applicable surfaces

F. Lead Hazard Reduction Methods:

1. **Paint Stabilization:** reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal, and repainting or abatement.

2. **Interim Controls:** *(24 CFR 35.1330)* Temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.

   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.

   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.

   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including Standard Treatments) *(24 CFR 35.1330*): the workers should be trained in accordance with the OSHA Hazard communication requirements (29 CFR 1926-59) or either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed on the of following courses:

- LBP abatement worker or supervisor *(40 CFR 745.225)*
- Operations and Maintenance (NETA)
- Remodeler's and Renovator's Lead-Based Paint Training Program" developed by HUD and the National Association of the Remodeling Industry; or,
- An equivalent course approved by EPA or HUD

3. **Abatement:** permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA, or conducted by EPA.

G. Safe Work Practices 24 CFR 35.1350

- Prohibited methods- Methods of paint removal listed in Sec. 35.140 shall not be used.
- Occupant protection and worksite preparation- Occupants and their belongings shall be protected, and the worksite prepared, in accordance with Sec. 35.1345.
- Specialized cleaning – After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

Prohibited Methods of Paint Removal *(24 CFR 35.140)*

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without HEPA local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the *Occupational Safety and Health Administration* regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

Occupant Protection *(24 CFR 35.1345)*

Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g.,

exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, bathroom and kitchen facilities. (HUD Interpretive Guidance J24 – "The term "interior work" refers to work in a single room. See also R18 and R19.)

The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. If contaminated, furniture and clothing should be cleaned before returning to the home.

Worksite Preparation *24 CFR 35.1345*

1. The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

2. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

H. Relocation Guidelines

Relocation may be required for households when the site cannot be contained. The Sub- Grantee must determine if the lead-hazard reduction work will require relocation for the safety of the household. If so, the homeowner must relocate and is responsible for finding a safe place in which to stay. They are also responsible for any costs incurred. This is considered their contribution to the project.

When is relocation required?

- If the work site cannot be contained and will create safety, health, or environmental hazards, relocation will be required until all interior work is completed and passes the dust wipe clearance criteria.

- If the resident cannot enter important parts of their home such as the bathrooms or kitchen for several days, they may need to relocate temporarily.

When is relocation not required?

- The work will not disturb lead-based paint, create lead dust hazards and soil lead hazards

- The work on the interior of the home will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

- Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is available.

- Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris and cleaned; and, at the end of the day, the occupants have safe access to sleeping areas, a bathroom and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.

- Relocation of elderly occupants (62 and over) is not typically required. Complete disclosure of the nature of work must be provided and informed consent of the occupant is obtained before commencement of work. Children must not be present in the home.

What constitutes an appropriate relocation unit?
The Lead Safe Housing Rule requires that the relocation unit be lead-safe. There are two ways to demonstrate the lead-safety of a unit:

- Use post-1978 units
- Perform a clearance examination in the unit to ensure that there is no deteriorated paint or dust hazards
- Commercial units such as hotels are exempt

Work in owner-occupied housing does not trigger the URA (Uniform Relocation Act). However, agencies may choose to adopt optional policies that define "hardship" situations for homeowners and pay certain costs related to the temporary relocation. These costs should be necessary and reasonable. Any such policy must be written and must be applied consistently.

Minimize the relocation time:
- Schedule the work to minimize the time the residents must be out of the home. When scheduling work:
    - The worksite must be properly contained and the resident may never enter during the course of the work.
    - Work areas must pass interim clearance before a resident can reoccupy the home
    - A final clearance is required at the end of the job, even after interim clearances have been done.
- Look for ways to streamline standard rehab procedures to ensure that jobs move more quickly.
- Maintain strict deadlines for contractors to finish the work and pass clearance.

I. Lead Hazard Criteria

- Deteriorated paint
- Lead in dust (clearance and/or risk assessment)
    - Floors — 40 micrograms/ft^2
    - Interior window sills — 250 micrograms /ft^2
    - Troughs — 400 micrograms /ft^2 (clearance only)

- Lead in soil (risk assessment)
    - Play areas of bare soil — 400 parts per million (ppm)
    - Other soils in remainder of yard — 1200 parts per million (ppm)

J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35

"Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards

- HUD Office of Healthy Homes & Lead Hazard Control:

Website: http://www.hud.gov/offices/lead Regulation
Hotline: (202) 755-1822 ext 104 E-mail:
lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org

Implementing HUD's Lead-Safety Regulation
Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST

Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/

Lists companies providing lead services

- EPA: www.epa.gov/opptintr/lead, National Lead Information Center:
  1 (800) 424-5323

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices

(Amended on 11/19/12)

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this day of , 20 , by eowner"), the fee simple owner of certain property further described herein.

RECITALS:

WHEREAS, Homeowner is the beneficiary of expenditure of federal funds amounting to pursuant to the Home Investment Partnership Program ("HOME Program") from the Joplin HOME Consortium, which were used for the acquisition of the residential building on the following described real property in the County of Jasper, State of Missouri (the "Property"):

_____

_____

Also known as:

WHEREAS, the Homeowner, as the beneficiary of the expenditure of HOME Program funds, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

NOW, THEREFORE, the following is established as a deed restriction and covenant running with the Property:

1. **Affordability Requirements**. The use of the Property shall comply with the affordability requirements established by the U.S. Department of Housing and Urban Development ("HUD"), which are currently set forth in 24 CFR Section 92.254, including, as follows:

A. Acquisition. Housing that is for acquisition by a family must be single family housing. The housing must have a purchase price that does not exceed 95 percent of the median purchase price for the area [CFR 24 92.254(a)(2)(i)].

B. Period of Affordability. The HOME-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance HOME amount per-unit is under $_____and is therefore subject to the minimum period of affordability of_____years [CFR 24 92.254(a)(4)].

C. Occupancy Limitations. The Property must be the principal residence of Homeowner and Homeowner's family throughout the period of affordability, unless the property is resold pursuant to Section C. below [CFR 24 92.254(a)(3)].

D. Recapture Provisions. Recapture provisions ensure that the City of Joplin, acting as the Joplin HOME Consortium Participating Jurisdiction (PJ), recoups a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability [CFR 24 92.254(a)(5)]. The recapture rate for the Property is as follows:

The HOME investment amount is to be recaptured on a twenty percent (20%) prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period of years. THEREFORE, the amount to be recaptured is reduced by twenty percent (20%) of the entire HOME investment amount, or , every year the homeowner occupies the housing unit until the___year affordability period has been completed.

The PJ has structured its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)].

2. **Term**. The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for_____years, from _____, 20 through and including _____, 20___ ("the period of affordability") and shall not be amended or modified without the express written consent of the City of Joplin (The Participating Jurisdiction for the Joplin Consortium)

3. **Enforcement**. The provisions of this Deed Restriction and Covenant may be enforced by City of Joplin and/or HUD, or appropriate representatives thereof.

Homeowner:	City of Joplin (PJ):
_____	_____
Printed Name	Troy Bolander
	Planning and Community Development

STATE OF MISSOURI)
) ss.
JASPER COUNTY)

On this_____day of_____, _____before me personally appeared_____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year above written.

My commission expires:_____.

_____
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this_____day of_____,_____, before me, appeared Troy Bolander, to me personally known, who being by me duly sworn did say that he is the Program Manager of the HOME Program for the City of Joplin, Missouri, a Municipal Corporation, and that said instrument was signed on behalf of said City of Joplin, and said Troy Bolander acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

My commission expires:_____.

_____
Notary Public

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2021-001 – FY 2019 CDBG and HOME Action Plan Second Substantial Amendment.

MEETING DATE
January 4, 2021

REVIEWED BY
Director of Planning Development and Neighborhood Services - Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
The following is a resolution that authorizes the filing of a second substantial amendment to the One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2019 to include an additional $263,027.00.

BACKGROUND
As authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, the City of Joplin is receiving a special allocation of Community Development Block Grant (CDBG-CV -3) in the amount of $263,027.00. Previously the City received funds from said Act in the amount of $348,798.00 (CDBG-CV-1). In accordance with the Citizen Participation Plan and the Code of Federal Regulations, the funding and new programs constitute a substantial amendment to the fiscal year 2019 One Year Action plan previously approved in the amount of $896,737.00 between entitlement and CARES Act funds. Funded programs can be found on the summary of the amended plan and include economic development, public service and administration.

The combined amount for the 2019 Action Plan Second Substantial Amendment CDBG totals including both special allocations is $1,159,764.00.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
Resolution No. 2021-001, 2019 CDBG & HOME Action Plan Second Substantial Amendment

RESOLUTION NO. 2021-001

A RESOLUTION authorizing the filing of a Second Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

WHEREAS, the City of Joplin is receiving $263,027.00 in additional CDBG funds specifically to address COVID-19 needs; and

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

Section 1: That the City of Joplin file a Substantial Amendment to the One Year Action Plan for fiscal year 2019 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated total amount of $1,159,743.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $438,735.00 with the U.S. Department of Housing and Urban Development.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2021-002 – Adopting a Compensation Philosophy for the City of Joplin

MEETING DATE
January 4, 2021

ORIGINATING DEPT
Finance/Fire

ATTACHMENTS
Resolution 2021-002; Compensation Philosophy

REVIEWED BY
Department Head: Leslie Haase; Fire Chief: Jimmy Furgerson; Human Resources Director: Dave Allgood; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution adopts a Compensation Philosophy to be used as a guideline for decisions affecting employee compensation matters by the City Council, management, employees and the citizens.

BACKGROUND
During 2019 and 2020, many steps were taken to help improve the recruitment and retention of quality city employees. In 2019, the voters approved Proposition "B" to fund and close the policemen's and firemen's pension plan and transition certain public safety employees to LAGERS. In the fall of 2020, a market compensation study was completed that resulted in an adjustment of 9% to the overall Salary Administration Plan. These are some steps that have already been taken to help improve employee recruitment and retention.

Another step in improving and maintaining overall market compensation for City employees is to develop and adopt a Compensation Philosophy. The City Manager formed an internal work team lead by Jimmy Furgerson to develop this philosophy. The team worked diligently to develop the document and presented it to Management Team, as well as Supervisors. The Philosophy is meant to provide a broad framework or guiding light for all to use to help navigate decisions affecting employee compensation.

The philosophy reflects the important role public employees play in providing services, as well as attracting and retaining businesses and visitors to our community. The document helps to establish the commitment and necessity to maintain market competitive pay for city employees. Pay, as detailed in the philosophy, is broken up into three main components:

- Movement through each pay grade within the Salary Administration Plan
- Maintenance of the overall Salary Administration Plan
- Placement of positions within the Salary Administration Plan

As outlined in the philosophy, compensation adjustments will be recommended by the City Manager, but are subject to available resources and annual appropriation by the City Council.

RECOMMENDATION

Staff recommends approval of this resolution.

RESOLUTION NO. 2021-002

A RESOLUTION adopting a Compensation Philosophy to be used as a guideline for decisions affecting employee compensation matters by the City Council, management, employees and the citizens.

WHEREAS, the City of Joplin has employees rendering valuable services; and,

WHEREAS, overall employee compensation is important in recruiting and retaining quality employees to provide outstanding services to citizens and visitors to our community; and,

WHEREAS, the City of Joplin completed a market compensation study in the fall of 2020 as one step in improving recruitment and retention of quality employees; and,

WHEREAS, adopting a Compensation Philosophy is another step in providing the framework for maintaining the recruitment and retention of quality employees; and,

WHEREAS, the City Council of Joplin, Missouri desires to adopt this Compensation Philosophy to provide said framework.

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

Section 1. That the attached City of Joplin Compensation Philosophy is hereby established and will be followed in decisions affecting employee compensation matters; and,

Section 2. That the City Manager shall follow this philosophy as part of the annual budget process and, as such, will outline any recommended employee compensation adjustments; and,

Section 3. That the City Council may amend the Compensation Philosophy at any time by a majority action of the Council.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 4th day of January 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

City of Joplin Compensation Philosophy

Overview

The compensation philosophy is intended to provide a broad framework for the City Council, management, employees and the citizens, in order to understand and guide decisions that affect pay. It is designed to reflect the importance public employees play in the delivery of services and programs to the community; that compensation is a clear measure of that importance; and that there is fair and equitable treatment of all employees, regardless of race, gender, or disability in accordance with EEO/AA goals. In addition, the philosophy establishes the commitment and necessity to maintain market competitive pay, as well as comparability with jurisdictions that are most likely to affect recruitment and retention of employees.

Salary Administration Plan

The City will promulgate a salary administration plan for all employees that provides information on the movement through each grade in the form of steps that an employee may expect from year-to-year, based on satisfactory performance.

The annual step increase is a merit increase. Merit increases are not automatic wage increases. All employees should be aware that such increases are a recognition of performance that meets or exceeds expectations. Employees shall be subject to performance standards and supervisory evaluations at least annually.

Pay Competitiveness and Comparability

The intent of the compensation philosophy is to provide guidance as to how to maintain a competitive market compensation program. A competitive market compensation program is essential to attract, retain and motivate qualified employees. To that end, the following principles govern compensation programs:

I. Maintenance of the Salary Administration Plan:

- The overall Salary Administration Plan requires periodic adjustments to remain within market competitive range. These periodic adjustments result in adjustments to the entire Salary Administration Plan, in order to ensure market competitive starting and ending wages across the entire plan.
- Pay programs are intended to be competitive at a minimum with the average pay of comparator organizations in the primary labor market. The primary labor market is currently defined as local and regional cities and counties.
- It is the goal of the City that at ***least*** every two years, the City will conduct a market compensation study of benchmark positions to determine the overall competitive posture of the organization.

- The market compensation study will strive to include a minimum of 5 local cities and counties and 8 regional cities and counties to represent the primary labor market.
- It is the goal of the City that an adequate representative sample of benchmark jobs (25 positions) be used in the market study. These positions should be representative of all job classifications.
- The City desires to be the leader in the local market. Furthermore, in order to maintain market competitive pay, the City desires to compete regionally. As such, the City will strive to be at least 90% in the regional market.
- In all instances, for benchmark jobs, information for an assessment of pay competitiveness will be ascertained through reliable compensation survey data.
- Periodic adjustments to the Salary Administration Plan will be based upon the updated results, as well as ongoing trends, of the market compensation study.

II. Placement of Positions within the Salary Administration Plan:

- As market conditions change, the placement of individual positions within the Salary Administration Plan may require adjustments. An evaluation of various factors will be used prior to any recommended adjustment to the placement of the position within the Salary Administration Plan.
- Such factors could include, but are not limited to:
    - The inability to fill an open position at the starting wage over an extended period of time.
    - Other wage comparators (e.g., State of Missouri, or private sector employers or industry groups) where information from the primary labor is considered insufficient to attract/retain specific positions or classification groups.
    - Trends developed through the market compensation study.

Salary Administration Plan Adjustments

The City Manager will periodically recommend adjustments to the Salary Administration Plan by utilizing the pay competitiveness and comparability information based upon:

- Overall competitive posture of the organization
- Results and trends of the market compensation study
- Financial affordability

Any such wage adjustment recommendation from the City Manager will be prioritized in the following order:

- Movement through the grades in the form of merit increases
- Maintenance of the Salary Administration Plan in the form of periodic adjustments to the entire plan
- Maintenance of the placement of positions (as referenced in item II) within the Salary Administration Plan

Benefits

Benefits (e.g. longevity, retirement, insurance) are considered part of the overall compensation package to attract, retain and motivate qualified employees. The City shall strive to maintain benefit competitiveness with the local and regional labor market.

Exceptions

Nothing in this compensation philosophy statement should be construed as a required benefit. A change in the overall financial standing or a decline in revenue of the City will be considered prior to any recommendation by the City Manager. As with all budget decisions, merit increases, pay plan adjustments and funds for other employee benefits are subject to annual appropriation.

COMPENSATION NEXT STEPS

DECEMBER 16, 2020

COMPENSATION NEXT STEPS

- Market compensation study completed in the fall was the first step in improving the overall Salary Administration Plan to help address employee recruitment and retention
- Next Steps have been identified to continue to help improve and maintain pay plan:
  - Adopt Compensation Philosophy
  - Update all job descriptions

COMPENSATION PHILOSOPHY

City Manager formed internal work group from across various departments to draft Compensation Philosophy for City Council consideration

- Chair, Jimmy Furgerson; Dan Pekarek, Leslie Haase, Jeremie Humphrey, Luke Stahl, Sean Higgins, Dean Smith, Mike Moudy, Bryan Wicklund, and Greg Bertoncino

COMPENSATION PHILOSOPHY

PURPOSE OF COMPENSATION PHILOSOPHY

- Provide broad framework or guiding light for City Council, management, employees, and citizens to understand and guide decisions affecting pay
- Reflect the important role of public employees in providing services to community and that compensation is a clear measure of that importance
- Set forth fair and equitable treatment of all employees
- Establish the commitment and necessity to maintain market competitive pay

COMPENSATION PHILOSOPHY

THREE MAIN COMPONENTS OF COMPENSATION

- Movement through each pay grade within the Salary Administration Plan
- Maintenance of the Pay Plan
- Placement of Positions within the Salary Administration Plan

COMPENSATION PHILOSOPHY

MOVEMENT THROUGH EACH PAY GRADE

- Annual step increase is merit increase rather than automatic wage increase
- Step increase is recognition of performance that meets or exceeds expectations
- Employees subject to performance standards and supervisory evaluations at least annually

COMPENSATION PHILOSOPHY

MAINTENANCE OF OVERALL SALARY ADMINISTRATION PLAN

- Overall pay plan requires periodic adjustments to ensure market competitive starting and ending wages across the entire plan, which will be based on updated market compensation study and ongoing trends from the study results
- Goal that at least every two years, City will update market compensation study of benchmark positions
- Pay is intended to be competitive with local and regional cities and counties

COMPENSATION PHILOSOPHY

MAINTENANCE OF OVERALL SALARY ADMINISTRATION PLAN

- Market compensation study will strive to include at least 5 local and 8 regional cities and counties
- Goal to include at least 25 positions in market study representative of all job classifications
- City desires to be leader in local market and competitive regionally, defined as at least 90% in the regional market

COMPENSATION PHILOSOPHY

PLACEMENT OF POSITIONS WITHIN SALARY ADMINISTRATION PLAN

- Market conditions may require occasional adjustments to the placement of individual positions within the pay plan
- Various factors will be used in this assessment, such as inability to fill open positions at starting wage over an extended period of time, other wage comparators, and trends developed through market compensation study

COMPENSATION PHILOSOPHY

SALARY ADMINISTRATION PLAN ADJUSTMENTS

- With adoption of compensation philosophy, City Manager will make plan adjustment recommendations based upon available resources
- Recommended adjustments to the pay plan will be based on overall competitiveness of the City, results and trends from market compensation study, and financial affordability
- City Manager will prioritize recommended adjustments in this order- Movement through the grades: Maintenance of the entire plan; and, Maintenance of the placement of positions

COMPENSATION PHILOSOPHY

OTHER PHILOSOPHY CONSIDERATIONS

- Retain strong benefits, such as longevity, retirement, and insurance, included in the overall compensation package to attract, retain and motivate quality employees
- Compensation philosophy is not a required benefit and any recommended adjustments are subject to available resources and annual appropriation by City Council

JOB DESCRIPTION PROJECT

- City has hired Sheila Maerz to update all current job descriptions, including an evaluation of FLSA status (exempt or non-exempt)
- Sheila is working with each Department Head to complete this project
- Project steps include gathering current information, holding meetings to explain project scope, gathering new data and developing job description content, finalizing draft job descriptions, and obtaining formal approval of updated job descriptions

JOB DESCRIPTION PROJECT

- Existing job description and budget information has been provided
- Meeting with management team to discuss project has occurred
- New Job Description Template has been developed, approved by management team and sent to Personnel Board for their comments
- Job Description Questionnaire and instructions have been developed and provided to Department Heads

JOB DESCRIPTION PROJECT

- Departments are completing job description questionnaires with assistance from supervisors and employees
- Information from departments due by December 31
- Proposed substantial changes will go through a verification process by the consultant to include such items as additional information, employee meetings and/or job shadowing

JOB DESCRIPTION PROJECT

- Draft job descriptions will be approved by Department Heads prior to seeking formal approval
- Formal approval of updated job descriptions by the Personnel Board and City Council in sections
- Completion date goal is summer 2021

COMPENSATION NEXT STEPS

- Employee compensation related matters require ongoing review
- Compensation Philosophy and Job Description Project are just next steps in employee compensation related matters, not final steps
- City must constantly and consistently maintain pay and classification plan, job descriptions and other compensation-related items
- An updated employee evaluation process is also underway

COMPENSATION NEXT STEPS

Questions?

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-500 – Approving a budget amendment for FY 2021

MEETING DATE
January 4, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-500 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the police department operations equipment budget in the amount of $6,232.00 to purchase an additional controller for the drone utilizing drug forfeiture funds. The additional controller will allow one pilot to fly the drone and one person to operate the camera system.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $6,232.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2021-500 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, and

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

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Six Thousand Two Hundred Thirty-Two Dollars and No Cents ($6,232.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
4-Jan-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Patrol	001-5502-510-8220	Operating Equipment			6,232
	Total General Fund			$	-	6,232
	Grand Total			$	-	6,232

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of January, 2021 (the "Effective Date"), by and between the City of Joplin, Missouri (hereinafter "City"), and Allgeier, Martin and Associates, Inc., a Missouri Corporation (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44; and

WHEREAS, Contractor desires to be retained as an independent contractor for the purpose of negotiating right of way and easements for the City's street widening project on Connecticut Avenue between 32nd Street and Interstate 44 pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is from the effective date through June 30, 2022, unless terminated as provided herein.

2. Contractor's Services. City shall provide design documents that clearly identify the proposed right of way and easement limits, title work, survey information, and any needed appraisals for up to 47 parcels. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services:

a. Using the appraisals, and right of way and easement documents provided by City, check and update the documents to reflect the current property owners and their addresses.

b. Set up and maintain right of way and easement acquisition file for each parcel.

c. Meet with property owners to attempt negotiations for properties.

d. Send appropriate notices to property owners as required by funding source, city policy, and applicable law.

e. Send certified letter of offer to each property owner.

f. Contact owners and arrange on site or office meetings to review project or compensation details.

g. Prepare a detailed Negotiations Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

h. Review counter offers, special requests, or conditions with project manager.

i. Once an agreement has been reached, consultant will obtain signatures and provide

notary services for each required document.

j. Signed documents shall be forwarded to City for appropriate approval, payment processing, and recording.

k. Arrange for payments, if any, by City to property owners in exchange for said right of way. Contractor shall deliver said payment to property owner.

l. In the event that negotiation for right of way is unsuccessful after three attempts, provide to City a prepared report of negotiations and the remainder of the file to allow City to decide the course of future action.

m. Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by Contractor as an additional service.

n. The right of way and easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services for the not to exceed price of $85,000.00. Payment shall be at the hourly labor rates and non-labor rates in the schedule attached hereto and incorporated by reference as Exhibit A. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment. Contractor will submit a monthly invoice that shall be paid within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Affidavit for Contracts Over $5,000. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work

authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

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

11. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

12. Contract Documents. Intentionally omitted.

13. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

14. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

15. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

16. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

17. Intellectual Property. City shall own all right, title, and interest, including all related intellectual property rights, including all copyrights, patents, service marks, trademarks, trade secrets, names, logos, designs, images, websites, social media accounts, and all other related information whatsoever, whether tangible or intangible, in and to the work covered by this Agreement.

18. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

19. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

20. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be

effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

23. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: Kurt Higgins
Its: Sr. Vice President

Date: 12-21-20

FOR THE CITY OF JOPLIN

Nick Edwards
City Manager

ATTEST:

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

Peter C. Edwards
City Attorney

EXHIBIT A

RATE SCHEDULE
2021

LABOR RATES

Classification	Hourly Billing Rate 01/01/2021 thru 12/31/2021
Principal/Engineer V	$232
Principal/Engineer IV	$210
Principal/Engineer III	$194
Project Manager/Engineer II	$172
Project Manager/Engineer I	$156
Technician III/GIS Specialist	$142
Technician III	$120
Technician II	$108
Technician I	$101
Two-Man GPS Survey Crew	$199
One-Man GPS Survey Crew	$156
Three-Man Survey Crew	$216
Two-Man Survey Crew	$172
Registered Land Surveyor II	$183
Registered Land Surveyor I	$161
Survey Crew Member	$82
Right of Way Specialist	$125
Project Representative III	$120
Project Representative II	$108
Project Representative I	$99
Secretary/Assistant	$82
Print Specialist	$82

NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-103 Right of Way Negotiation Services Agreement with Allgeier, Martin and Associates, Inc. (AMA) for Connecticut Avenue Widening Project, 32nd St. to I-44

MEETING DATE
January 4, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-103; Agreement; Map

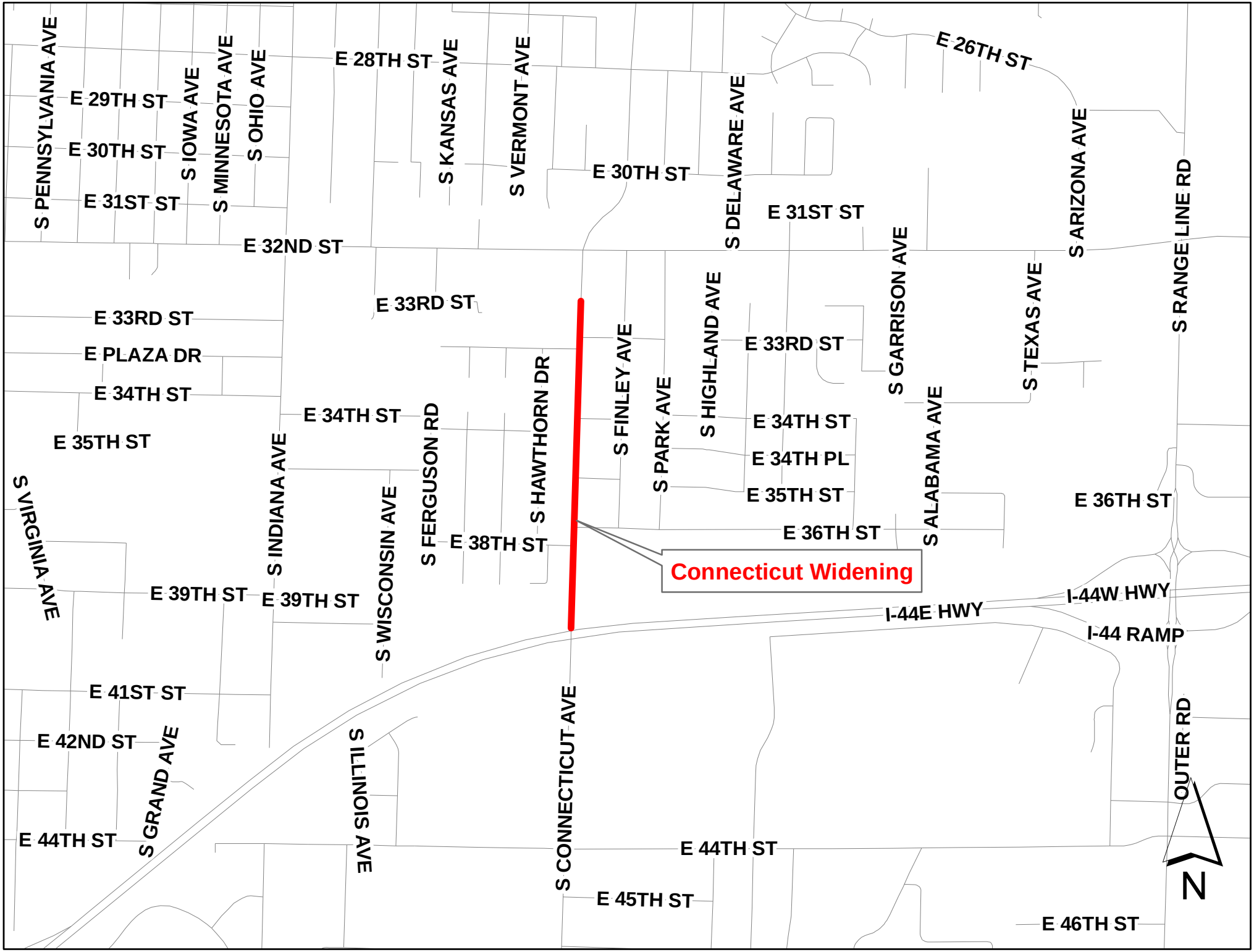
REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Connecticut Avenue from 32nd St. to I-44. City staff followed the procurement policy and sent out a Request for Proposals for Right of Way Negotiation services. Based on the submitted proposals, City staff selected AMA to provide the negotiation services for this project. The fees submitted by AMA have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-103, Right of Way Negotiation Services Agreement with Allgeier, Martin and Associates, Inc. (AMA) for Connecticut Avenue Widening Project, 32nd St. to I-44 in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) on first reading.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I-44 RAMP
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E 42ND ST
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S ILLINOIS AVE
S CONNECTICUT AVE
OUTER RD
E 44TH ST
E 44TH ST
E 45TH ST
E 46TH ST
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COUNCIL BILL NO. 2021-103 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Eighty-Five Thousand and 00/100 dollars ($85,000.00) for Right of Way Negotiation services for the Connecticut Avenue Widening Project, 32nd St. to I-44, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Allgeier, Martin and Associates, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2021-103

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance